

**Mayor**

Ben White

**Mayor Pro Tem**

Ron Gay

**City Manager**

Glenn Brown

**Councilmembers**

John Crompton

James Massey

Lynn McIlhaney

Chris Scotti

David Ruesink

**Agenda****College Station City Council****Regular Meeting**

**Thursday, March 13, 2008 at 7:00 PM**

**City Hall Council Chamber, 1101 Texas Avenue**

**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.
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**Consent Agenda**

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion of approval of City Council workshop and regular meeting minutes, February 28, 2008.

- b. Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2008 at \$175,000.

- c. Presentation, possible action, and discussion regarding a Resolution approving a Real Estate Contract to transfer ownership of 1119 Georgia Street, an undeveloped residential lot, to the local Habitat for Humanity affiliate.
- d. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #08-063) with R.M. Dudley Construction in the amount of \$1,127,628.00, for the construction of University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks.
- e. Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services.

### **Regular Agenda**

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Presentation, possible action, and discussion regarding an ordinance annexing property within the City of College Station's extraterritorial jurisdiction under the exempt status.
2. Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment from Retail Neighborhood and Single-Family Residential, Medium Density to Single-Family Residential, High Density for 10.44 acres located at 2950 Rock Prairie Road West generally located west of the intersection with Old Wellborn Road on the north side of Rock Prairie Road West.
3. Public hearing, presentation, possible action, and discussion on an ordinance rezoning Glenhaven Subdivision Phase 1 and 3 to apply a Neighborhood Prevailing Overlay (NPO) for those properties located on Summer Glen Drive between University Drive East and Glenhaven Drive.
4. Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to C-1, General Commercial for a 28.34 acres tract located at 3990 and 3994 University Drive East located approximately 1600 feet west of the intersection of University Drive East and SH 30.

5. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

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City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, March 13, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 10<sup>th</sup> day of March, 2008 at 2:30 pm.



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City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 10, 2008 at 2:30 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

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Notary Public – Brazos County, Texas

My commission expires: \_\_\_\_\_

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.



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Ron Gay

**City Manager**

Glenn Brown

**Council members**

John Crompton

James Massey

Lynn McIlhaney

Chris Scotti

David Ruesink

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**Draft Minutes  
City Council Workshop Meeting  
Thursday February 28, 2008 at 3:00 p.m.  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, Ruesink, McIlhaney

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team.

Mayor White Called meeting to order at 3:00 p.m.

**Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.**

No discussion was held

**Workshop Agenda Item No. 2 -- Presentation, possible action and discussion on an update of the city's Red Light Camera Program and approval of a citizen replacement for the Red Light Camera Citizen Advisory Committee.**

Introduced by Mark Smith, Director of Public Works

Troy Rother, Assistant City Engineer, presented to the council agendas to provide an update on the city's red light camera program, including the distribution of funds to regional trauma centers

A motion was made by Council member Crompton to appoint Charles Rognon to the Red Light Enforcement Citizen Advisory Committee. Seconded by Council member Massey which carried 5-0

FOR: Mayor White, Massey, Crompton, McIlhaney, and Ruesink

AGAINST: None

Absent: Mayor Pro Tem Gay and Council member Scotti

**Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding trends for next year's legislative session and beginning the process of creating the City's 2009 State Legislative Action Plan.**

Mayor Pro Tem Gay arrived to the meeting

Introduced by Kathy Merrill, Assistant City Manager

Dan Shelley, City's State Legislative Lobbyist presented updates to the Council on expected legislative trends for the 2009 session, affecting Texas Municipalities.

No formal action taken

**Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion regarding growth management including the Comprehensive Plan, regulations in the ETJ, and infill practices.**

Bob Cowell, AICP, Director of Planning and Development Services presented to the council an update on staff's recent activities in an effort to implement Council's direction regarding growth management and to seek additional direction from the Council. Bob Cowell briefly discussed the recommendations on how this discussion is incorporated into the Comprehensive Plan Updates, the content and timeline for proposed UDO and Subdivision Regulations amendments, citizen and stakeholder engagement, and efforts at promoting infill development within the City.

**Recommendation**

1. Proceed w/ 20 acres, etc. – Could be delivered March 27<sup>th</sup>
2. Send discussion to CPAC – Immediate delivery
3. Proceed w/ limited scope and CPAC – Could be delivered March 27<sup>th</sup>
4. Other options

Council member Scotti arrived at 4:00 p.m.

A motion was made by Mayor Pro Tem Gay to send growth management issues for the comprehensive plan back to CPAC. Seconded by Council member McIlhaney which carried 4-3.

FOR: Mayor White, Gay, McIlhaney, and Scotti

AGAINST: Massey, Crompton, and Ruesink

**Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analysis).**

Bob Cowell, AICP, Director of Planning and Development Services presented an overview of the UDO amendment pending on the Regular Agenda regarding traffic

impact analysis. Recommendation to approve the amendment to the UDO to incorporate the proposed TIA language as requested by the Council and as recommended for approval by the P&Z Commission.

**Proposed Ordinance**

- Incorporates existing TIA ordinance language
- Establishes standardized trip generation rates for Rezoning TIA's
- Requires neighborhood street analysis in some instances

No formal action taken

**Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion concerning the City Internal Auditor's Purchasing Card Audit Report.**

Ty Elliott, City Internal Auditor presented a brief overview of the audit findings on the purchasing card program; including ten audit recommendations. Mr. Elliott emphasized that the recommendations would strengthen internal controls to help ensure the future success of the purchasing card program.

A motion was made by Mayor Pro Tem Gay to approve the audit report as presented. Seconded by Council member McIlhaney which carried 7-0.

FOR: Mayor White, Gay, Massey, Crompton, Ruesink, Scotti, and McIlhaney  
AGAINST: None

**Workshop Agenda Item No. 7 -- Presentation, possible action, and discussion concerning the 2005 Bike Loop project preliminary design.**

Introduced by Mark Smith, Director of Public Works  
Chuck Gilliam, Capital Improvement Director briefly discussed the 2005 Bike Loop project preliminary design. This project included several projects that will benefit pedestrians and the biking community, including Phase III of the College Station Bike Loop Project, the Bee Creek crossing, and Longmire Drive Pedestrian Improvements. Direction was given for staff to refer to record archives on the public hearings for this project.

A motion was made by Mayor Pro Tem Gay to move forward with the 2005 Bike Loop project. Motion died for lack of second.

**Workshop Agenda Item No. 8 -- Council Calendar.**

Council reviewed their upcoming events

**Workshop Agenda Item No. 9 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the**

**recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

No future item requests.

**Workshop Agenda Item No. 10 -- Discussion, review and possible action regarding the following meeting: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments (Notice of Agendas posted on City Hall Bulletin Board).**

No reports made.

**Workshop Agenda Item No. 11 -- Executive Session will immediately follows the workshop meeting in the Administrative Conference Room.**

At 5:46 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Sections 551.071 and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, and economic development negotiations.

Consultation with Attorney {Gov't Code Section 551.071}; The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.

Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*.

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Sewer CCN request.

Legal aspects of Water Well and possible purchase of or lease of another water site.  
Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*.

Cause No. 06-002318-CV-272, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive*.

Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Bed & Banks Water Rights Discharge Permits for College Station and Bryan

Cause No. 07-001241-CV-361, 361<sup>st</sup> Judicial District Court, Brazos County, Texas

*Gregory A. & Agnes A. Ricks v. City of College Station*

Water CCN request

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospected that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject (s) may be discussed:

- a. University Town center.

**Workshop Agenda Item No. 12 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

No formal action taken

**Workshop Agenda Item No 13 -- Adjourn.**

Workshop meeting concluded prior to regular meeting.

PASSED and APPROVED, this 13<sup>th</sup> day of March, 2008

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST

\_\_\_\_\_  
City Secretary, Connie Hooks



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Ben White

**Mayor Pro Tem**

Ron Gay

**City Manager**

Glenn Brown

**Council members**

John Crompton

James Massey

Lynn McIlhaney

Chris Scotti

David Ruesink

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**Draft Minutes  
City Council Regular Meeting  
Thursday, February 28, 2008 at 7:00 p.m.  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, and Ruesink

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

**Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation Hear visitors.**

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Mayor Pro tem Gay provided the invocation.

Mayor White gave a presentation and presented Chief R.B. Alley a proclamation for the Fire Department declaring the week of February 24 – March 1, 2008 Severe Weather Awareness Week. Gene Haple presented the Fire Department a sign declaring thr City of College Station a storm ready City.

**Hear Visitors**

Marianne Oprisko, 11282 Hickory #6, CS, voiced concerns about city's compliance with annexation service plans.

**Consent Agenda 2a – 2p**

**Regular Agenda Item No. 2 -- Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.**

- a. Approval of minutes for special meeting December 4, 2007, workshop and regular meetings February 14, 2008.
- b. Approval of a contract with Motorola Inc. for equipment and services to support Rebanding of the City's 80MHz Radio System in an amount not to exceed \$258,191.28.
- c. Approval of the ratification of Change Order 2 to contract 07-213 with Brazos Valley Services in the amount of \$37,953.50 to improve drainage at the Carter's Creek wastewater treatment plant.
- d. Approval of a Need **Resolution No. 2-28-08-2d** for the easements related to the Tauber and Stasney Streets Rehabilitation Project. The easements are along the east and west borders of Tauber Street and Stasney Street between University Drive and Cherry Street.
- e. Approval of a Change Order 1 to Contract 07-085 with Malcolm- Pirnie in the amount of \$28,981 to provide engineering design services to add fiber optic conduit to the bid package for the Well 7 Collection Line.
- f. Approval of the renewal of a contract with Dan Shelley for state legislative and consulting services in the amount of \$48,000
- g. Approval of a contract with Meyers & Associates for federal legislative and consulting services in the amount of \$78,000 plus expenses.
- h. Approval of a **Resolution No. 2-28-08-2h** to award Contract 08-099 to HDR Engineers, Inc. in the amount of \$102,900 for a Socio-Economic Impact study to determine the potential results of large groundwater exports from Brazos and Robertson Counties.
- i. Approval of an Inter-Local Agreement with the City of Bryan to share the cost of a Socio-Economic Impact study on groundwater exports.
- j. Approval of the purchase of a set of refurbished compactor wheels to be used by the Brazos Valley Solid Waste Management Agency's 8366 compactor in the amount of \$85,237.00.
- k. Approval of awarding an annual price agreement to Superior Crushed Stone, LC in an amount not to exceed \$500,200 for three types of crushed stone to be used by BVSWMA, Public Works and College Station Utilities.
- l. Approval of the racial profile report required annually by Senate Bill 1074, of the Texas 77th legislative session.
- m. Approval of **Ordinance No. 3048** amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at

the intersection of Dartmouth Street and Krenek Tap Road from one-way stop controlled operation to four-way stop controlled operation.

n. Approval of **Resolution No. 2-28-08-2n** approving an interlocal government agreement between the City of College Station and the College Station ISD, for the purpose of ordering a general election to be held on May 10, 2008 for the purpose of electing three City Council members to Places 1, 3, and 5 and school board of trustees, Positions 6 and 7,

o. Approval to Release of the Deed of Trust as executed by College Station Game day, L.L.C. to the City of College Station to secure the original Economic Development Agreement.

p. Approval of **Resolution No. 2-28-08-2p** determining needs that identifies properties needed for the Northgate Redevelopment Project.

q. Approval of **Resolution No. 2-28-08-2q** declaring intention to reimburse certain expenditures with proceeds from debt for the Southwood Valley Little League Light project.

A motion was made by Mayor Pro tem Gay to approve consent agenda items 2a – 2q. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Crompton, Massey, Gay, McIlhaney, Scotti, and Ruesink  
AGAINST: None

**Regular Agenda Item No. 1 – Presentation, possible action, and discussion regarding annexation development agreements.**

Introduced by Bob Cowell, AICP, Director of Planning & Development Services

Lance Simms, Assistant Director, Planning and Development Services presented to Council the opportunity to approve six annexation development agreements (five in annexation Area 2 and one in annexation Area 6)

Shannon Schunicht addressed Council about tree preservation.

A motion was made by Mayor Pro tem Gay to approve the annexation development agreements and seconded by Council member Scotti which carried 7-0

FOR: Mayor White, Ruesink, McIlhaney, Scotti, Massey, Gay, and Crompton  
AGAINST: None

**Regular Agenda Item No. 2 – Presentation, possible action, and discussion regarding an ordinance annexing several properties within the City of College Station's extraterritorial jurisdiction under the exempt status.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services

Lance Simms, Assistant Director, Planning and Development Services presented an ordinance that provides for the annexation of six areas based on direction received from Council at the February 14 Workshop. The total size of all six annexation areas is approximately 2,800 acres.

Mayor White opened the floor for public comments. The following persons opposed Annexation:

Brenda Ross-1414 Peach Creek Cut off, area 5  
Phillip Ross-1414 Peach Creek Cut off, area 5  
Ginger Melton-1425 Peach Creek Cut off, area 5  
F. Schroeder-Box 500 Wellborn, area 4  
Bill Mather-5213 Cascades Dr., area 5  
Matthew Hernandez-4901 Greens Prairie, area 4  
Rick Young-5250 Hidden Acres Dr. Wellborn, area 4  
Bonita Daily-15097 Royder Rd. Wellborn, area 4  
Jerome Becker-15203 Post Oak Bend Wellborn, area 4  
Fred Brown-supporting Wellborn, area 4  
Paul Greer-9100 Waterford Wellborn, area 4  
Sherry Kovar-13822 Apricot Glen, area 6  
Karen Hall-5918 Hwy 21 Bryan  
Elsie Wade-P.O. Box 67, Wellborn, area 4  
Vicki Franze-P.O. Box 270, Wellborn, area 4  
Gwen Hattaway-15165 FM 2154 Wellborn, area 4  
Verta Beasley-P.O. Box 167 (5040) Wellborn, area 4  
Jane Cohen-3655 McCullough Rd. Wellborn, area 4  
Gary Shaffer-19191 Hwy 6, area 5  
Elizabeth Smith-P.O. Box 312 Wellborn, area 4  
Linda Hale-4042 Cody Dr. Wellborn, area 4  
Anna Burrell-9100 Waterford Wellborn, area 4  
Ann Hernandez-Wellborn. area 4

Following the conclusion of public input, council made the following decision points:

**Area 1** (102 acres) all council approved all annexed.

**Area 2** (209 acres) all council approved all annexed.

**Area 3a** (35 acres) (Teal blue areas) Mayor White, McIlhaney, Gay, Crompton, Scotti, Ruesink, and Massey approved, Mayor Pro Tem Gay against 6-1.

**Area 3b** (784 acres) Mayor White, McIlhaney, Gay, Crompton, Scotti, Ruesink, and Massey approved, Mayor Pro Tem Gay against 6-1.

**Area 4** (Creek Meadows and Wellborn Oaks areas only) Mayor White Massey McIlhaney Scotti, and Ruesink approved, Mayor Pro Tem Gay and Council member Crompton against 5-2.

**Area 5** everything south of Peach Creek cut off will not be in the annex plan  
Mayor White and Council member Crompton, Mayor approved  
Mayor Pro Tem Gay, Massey, McIlhaney, Ruesink, and Scotti against  
2-5 (None of area 5 was annexed as amended)

**Area 6** (50 acres) Mayor White, McIlhaney, Gay, Crompton, Scotti, Ruesink, and Massey approved, Mayor Pro Tem Gay against 6-1.

A motion was made by Council member Massey to approve **Ordinance No. 3049** on the annexation of areas A1, A2, A3, A4 and 7. Motion also included the rejection of the petitions submitted for annexation in the three year plan. Seconded by Council member Crompton which carried 6-1.

FOR: Mayor White, Crompton, Massey, Scotti, McIlhaney, and Ruesink  
AGAINST: Mayor Pro Tem Gay

**Regular Agenda Item No. 3 – Public hearing, presentation, possible action, and discussion on an ordinance rezoning 5.7 acres located at 3101 Texas Avenue generally located northeast of the intersection of Deacon Drive and Texas Avenue from PDD, Planned Development to PDD, Planned Development in order to add Vehicle Rental as an accessory use.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services

Lindsay Boyer, Staff Planner and Jane Kee, Applicant Representative presented to the council the recommendations of the Planning and Zoning Commission. P&Z voted 5-2 to recommend approval with conditions at their February 12<sup>th</sup> meeting. Staff recommended approval to rezone the property located at 3101 Texas Avenue to add vehicle rental as a use for the existing PDD development. (Generally located northeast of the intersection of Deacon Drive and Texas Avenue from PDD.)

Mayor White opened the public hearing.

Residents on Mile Drive spoke in opposition:

David Borsack, 108 Mile Drive

Al Bormann, 113 Mile Drive

Darrel A. Davis, 115 Mile Drive

Property owner, Ray Drake, 11844 Hollow Street Main, Cypress, Texas, explained his request.

Mayor White closed the public hearing.

A motion was made by Council member Massey to deny the rezoning of 3101 Texas Avenue and seconded by Crompton which carried 5-2.

FOR: Mayor White, Massey, Crompton, McIlhaney, and Ruesink  
AGAINST: Mayor Pro Tem Gay, and Scotti

**Regular Agenda Item No. 4 – Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analysis).**

Bob Cowell, AICP, Director of Planning and Development Services presented the traffic Impact Analysis currently required as a portion of the nonresidential architectural standards for projects meeting specific thresholds. The P&Z Commission voted 5-2 at their February 14, 2008 meeting to approve recommendation with the conditions of a reduction of the threshold requiring TIA's for areas designed as "Redevelopment" on the land Use Plan in the Comprehensive Plan

Mayor White opened the public hearing.

Karen Mitchell, of Mitchell Planning and representative of Bryan College Station Association, requested council to table this item.

Sherry Ellison: 2705 Brookway Drive, supports traffic impact analysis

Randy French: 4301 Capstone

Hugh Stearns: 316 Suffolk

Steve Arden: 411 Cecilia Loop

Mayor White closed the public hearing.

Derek Dictson, Planning and Zoning Commission, recapped the decision by P&Z to oppose the ordinance.

A motion was made by Council member Crompton to approve the as submitted ordinance. Seconded by Council member McIlhaney.

Council member Massey amended the motion to refer this item back to Planning & Zoning Commission. Seconded by Council member Ruesink which carried 5-2.

FOR: Mayor White, Gay, Massey, Ruesink, and Scotti  
AGAINST: Crompton, McIlhaney

Mayor White called for a vote on the motion as amended. Motion carried 7-0.

FOR: Mayor White, Gay, Massey, Ruesink, Scotti, McIlhaney, and Crompton  
AGAINST: None

**Regular Agenda Item No. 11 – Public hearing, presentation, possible action, and discussion on a resolution calling a special election to be held on May 10, 2008 for the purpose of a voter consideration of a tax freeze limiting the amount of ad valorem taxes imposed on the residential homestead of a person who is 65 years of**

**age or older in the City of College Station; and providing for publication of said notice.**

Introduced by Connie Hooks, City Secretary

Jeff Kersten, Chief Financial Officer, presented the fiscal impact of this tax limitation on City of College Station financial conditions, in the event the proposition is adopted by the voters.

Connie Hooks, City Secretary, presented a resolution for the purpose of authorizing a special election to be held on May 10, 2008 for voter consideration of the constitutional amendment authorizing a tax freeze Senior Tax Ceiling.

A motion was made by Mayor Pro Tem Gay to approve **Resolution No. 2-28-08-11** for the senior tax freeze election on May 10, 2008. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Gay, Massey, Ruesink, Scotti, Crompton, and McIlhaney

AGAINST: None

**Regular Agenda Item No. 5 – Public hearing, presentation, possible action, and discussion on an ordinance rezoning from PDD, Planned Development District to PDD, Planned Development District in order to add a car wash facility as an accessory use for 0.778 acres located at 1910 Texas Avenue South generally located along Texas Avenue South between Holleman Drive and Park Place.**

Bob Cowell, AICP, Director of Planning and Development Services presented the recommendation of Planning and Zoning to approve with the condition the rezoning of the property located at 1910 Texas Avenue South so that the applicant can add an automated car wash facility as a use for the existing PDD development (HEB Fuel Center).

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3050** for the rezoning of property located at 1910 Texas Avenue South. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Massey, Gay, McIlhaney, Scotti, Ruesink, and Crompton

AGAINST: None

**Regular Agenda Item No. 6 – Public hearing, presentation, possible action, and discussion on a ordinance amending the Comprehensive Plan to realign Holleman Drive, Jones-Butler Road and Dowling Road along the south side of Harvey Mitchell Parkway, located at 1430 Harvey Mitchell Parkway.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Crissy Hartl, Staff Planner, presented briefly the Comprehensive Plan Amendment to realign Holleman Drive, Jones-Butler Road and Dowling Road along the south side of Harvey Mitchell Parkway, located at 1430 Harvey Mitchell Parkway. Also, the Planning and Zoning Commission voted 7-0 to recommend the approval of the Comprehensive Plan Amendment.

Mayor White opened the public hearing.

Veronica Morgan, Mitchell and Morgan engineers, representing the developer was present to answer questions from City Council.

Mayor White closed the public hearing

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3051** on the realignment of Holleman Drive, Jones-Butler Road and Dowling Road along the south side of Harvey Mitchell Parkway, located at 1430 Harvey Mitchell Parkway. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Gay, Scotti, McIlhaney, Massey, Crompton, and Ruesink

AGAINST: None

**Regular Agenda Item No. 7 – Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 10.434 acres from Single-Family Residential, Low Density to Residential Attached located at 3180 Cain Road generally located southwest of the intersection of Cain Road and Jones Butler Road in the City's ETJ.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Lindsay Boyer, Senior Staff Planner, presented an ordinance amending the Comprehensive Land Use Plan for 10.434 acres from Single-Family Residential, Low Density to Residential. Attached located at 3180 Cain Road generally located southwest of the intersection of Cain Road and Jones Butler Road in the City's ETJ. The Planning and Zoning Commission recommended denial at their February 12<sup>th</sup> meeting through a failed motion to recommend approval of Single Family Residential, High Density.

Mayor White opened the public hearing.

Joe Schultz: 3208 Innsbrook, CS, Engineer for project briefly explained how townhomes will follow the guidelines in the zoning unlike the apartments.

Whitt Lightsey, 9753 Whispering Ridge, CS, manage the current duplexes and he described the benefit of townhouse development in the new annexed area 3b.

Mayor White closed the public hearing.

A motion was made by Council member Scotti to approve **Ordinance No. 3052** on the rezoning of 10.434 acres located at 3180 Cain Road generally located southwest of the

intersection of Cain Road and Jones Butler Road in the City's ETJ. Seconded by Mayor Pro Tem Gay which carried 7-0.

FOR: Mayor White, Gay, Crompton, McIlhaney, Ruesink, Scotti, and Massey  
AGAINST: None

**Regular Agenda Item No. 8 – Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, “Traffic Code,” to restrict parking on the alley south of the 4200 Block of Alexandria Avenue.**

Introduced by Mark Smith, Director of Public Works

Alan Gibbs, City Engineer, briefly presented an ordinance amending Chapter 10 “Traffic Code,” to restrict parking on the alley south of the 4200 Block of Alexandria Avenue temporarily from March 8, 2008 to March 8, 2009.

Mayor White opened public hearing.

Wallace Phillips, 13720 Oak Creek Road, CS, requested the restricted parking for driveway construction.

Mayor White closed public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3053** amending Chapter 10 “Traffic Code,” on restricting parking temporarily from March 8, 2008 to March 8, 2009. Seconded by Council member Massey which carried 7-0.

FOR: Mayor White, Massey, Gay, Crompton, McIlhaney, Scotti, and Ruesink  
AGAINST: None

**Regular Agenda Item No. 9 – Public hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10 “Traffic Code”, to remove parking along Patricia Street and a section of Lodge Street.**

Introduced by Mark Smith, Director of Public Works.

Troy Rother, Assistant City Engineer, requested item no. 9 and 10 be discussed together. (Council concurred) Rother briefly presented two ordinances to amend Chapter 10 “Traffic Code,” to remove parking along Patricia Street and a section of Lodge Street, and changing Patricia Street one way from Lodge to College Main.

**Regular Agenda Item No. 10 – Presentation, possible action, and discussion of an ordinance amending Chapter 10 “Traffic Code”, to make Patricia Street one way from Lodge to College Main.**

Mayor White opened public hearing on items 9 & 10.

Jessica Guidry, Executive Director of the Northgate District Association, briefly expressed her appreciation to the staff and council for helping facilitate, and communicating to the Association.

Will McCollom, 4317 Maywood, Bryan, A&M United Methodist Church spoke in favor of reversing traffic on Patricia Street.

Mayor White closed the public hearing on items 9 & 10.

A motion was made by Council member Crompton to approve the **Ordinance No.'s 3054 & 3055** for the removal of parking along Patricia Street and a section of Lodge Street, and the approval of changing Patricia Street one way from Lodge to College Main. Seconded by Mayor Pro Tem Gay which carried 7-0.

FOR: Mayor White, Gay, Crompton, Massey, McIlhaney, Ruesink, and Scotti

AGAINST: None

**Regular Agenda Item No. 12 – Adjourn**

Hearing no objections, Mayor White adjourned the meetings at 12:32 a.m. on Friday, February, 29, 2008.

PASSED and APPROVED this 13th day of March, 2008.

APPROVED:

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Mayor White

ATTEST:

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City Secretary, Connie Hooks

**March 13, 2008  
Consent Agenda 2b**

**Interlocal Agreement for Emergency Medical Ambulance Service to Brazos County**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2008 at \$175,000.

**Recommendation(s):** Staff recommends approval of the resolution.

**Summary:** The City of College Station currently provides Emergency Medical Ambulance Service to emergencies in Brazos County. The last update to this agreement was in 2003 and the annual fee was established at \$150,000 per year to be paid in quarterly installments of \$37,500. The new established annual fee for FY 2008 will be \$175,000 to be paid in quarterly installments of 43,750. This increase is a result in increases in emergency medical equipment, supplies, drugs, fuel, training requirements and increases in emergency responses in Brazos County. In 2006 the City Of College Station Fire Department responded to 421 emergency medical calls in Brazos County, this number represents 13.8 % of the total emergency medical calls that the College Station Fire Department responded to in 2006.

This consent item was approved by our City Council on September 13, 2007, however when the agreement reached Brazos County the legal staff requested several additional changes. All three legal staffs Brazos County, the City of Bryan and the City of College Station have reviewed and approved the recommended changes. A meeting will be scheduled for the end of March 2008 with Fire Chief Mike Donoho of the City of Bryan, Brazos County Judge Randy Simms and Fire Chief R.B. Alley of the City of College Station to discuss the amount for the FY 2009 annual fee.

**Budget & Financial Summary:** Annual fee for service for 2008 will be \$175,000.

**Attachments:**

- Resolution
- Interlocal Agreement
- Response Map Exhibit A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, UPDATING THE INTERLOCAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL AMBULANCE SERVICE TO UNINCORPORATED PORTIONS OF BRAZOS COUNTY.

WHEREAS, the City Council of the City of College Station, Texas recognizes it's obligations and desires to protect the health, safety and welfare of its population, which is situated in Brazos County; and

WHEREAS, Brazos County currently utilizes personnel and equipment from the Cities of College Station and Bryan to provide emergency medical service and emergency medical transport for emergencies in the unincorporated areas of the County; and

WHEREAS, this agreement is required to be reviewed and updated as needed on an annual basis; and

WHEREAS, the City Council of the City of College Station, Texas wishes to partner and collaborate on emergency medical service and emergency ambulance transport with Brazos County and the City of Bryan, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves the Interlocal Emergency Medical Ambulance Service to Brazos County Agreement for the annual fee of \$175,000 for FY 2008. Future fees will be established as outlined in the agreement.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the general public by collaborating with its partners in the delivery of emergency medical and ambulance services as set forth in said agreement.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

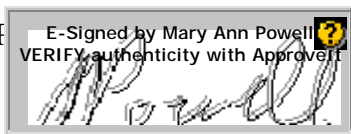
ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

AI



\_\_\_\_\_  
City Attorney

## **INTERLOCAL AGREEMENT EMERGENCY MEDICAL AMBULANCE SERVICE**

**THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and among the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan"), CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station") and BRAZOS COUNTY, TEXAS ("County"), each acting by and through its duly authorized agents;

**WHEREAS**, the respective participating governments (the "Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

**WHEREAS**, Bryan, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

**WHEREAS**, Bryan and College Station have already been providing Emergency Medical Ambulance services to the County according to the geographic areas as defined as "Automatic Mutual Aid Response Districts" in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station;

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

### **SCOPE**

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station. (See Exhibit "A," an attachment map of the Automatic Mutual Aid Response Districts indicating the corporation limits of each city as updated on or after 2005).
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.

3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.
4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A "run" is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).

### PAYMENTS

5. County shall pay Bryan and College Station \$175,000 each annually for an aggregate of \$350,000 for performing Emergency Medical Ambulance Services. Payment will be on a quarterly basis according to the following schedule:

FY 2007-2008

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2007	October –December, 2007	\$ 43,750 (Bryan) \$ 43,750 (College Station)
January 2, 2008	January – March, 2008	\$ 43,750 (Bryan) \$ 43,750 (College Station)
April 1, 2008	April – June, 2008	\$ 43,750 (Bryan) \$ 43,750 (College Station)
July 1, 2008	July – September, 2008	\$43,750 (Bryan) \$43,750 (College Station)

6. The County must make all payments to Bryan and College Station for these services from current revenues.
7. Bryan and College Station will bill the patients for Emergency Medical Ambulance Services for the services rendered in the County. The amounts billed or collected do not alter the amounts set forth in this Agreement. However, Bryan and College Station will provide copies to the County of all EMS billings sent to County residents for EMS services provided outside the corporation limits of Bryan or College Station on a quarterly basis upon request. Additionally, sixty days prior to any action taken by Bryan or College Station to write off uncollected bills, Bryan and College Station will provide to the County a list of all invoices and/or billings within the scope of this Agreement that are contemplated, determined or scheduled to be written off.

### **TERM AND TERMINATION**

8. This Agreement term shall be from October 1, 2007, and terminate at midnight on September 30, 2008. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.
9. This Agreement may be renewed for two (2) one year terms on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein, except the annual payment amount provided in Paragraph 5 of this Agreement may be modified as agreed to by the parties.

### **NOTICES**

10. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan  
P.O. Box 1000  
Bryan, Texas. 77805  
Attn: Michael S. Donoho, Fire Chief

College Station: City of College Station  
P.O. Box 9960  
300 Krenek Tap Road  
College Station, Texas. 77842  
Attn: R.B. Alley III, Fire Chief

County: Brazos County  
300 E 26<sup>th</sup> Street, Suite 114  
Bryan, Texas 77803  
Attn: County Judge Randy Sims

### **DEFENSE OF CLAIMS**

11. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any party to this Agreement, or any of its officers, agents or employees as a result of its performance under this agreement. If any party to this contract is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those services except for personal injury, personnel and/or retirement benefits of the personnel of the responding city, and/or damage to or resulting from use of any equipment of the responding city.


### **MISCELLANEOUS**

12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.

14. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and supercedes any and all prior agreements, arrangements, or understandings, whether written or oral.
15. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
16. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
17. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
18. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the part(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
19. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Bryan, College Station and Brazos County. This Agreement shall be effective when signed by the last party signing makes the Agreement fully executed.


City of Bryan

  
Mark Conlee, Mayor

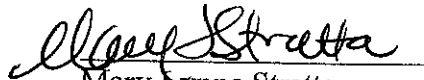
City of College Station

\_\_\_\_\_  
Ben White, Mayor

Brazos County

 10/2/08  
Randy Sims, County Judge


ATTEST:

  
Mary Lynne Stratta  
City Secretary

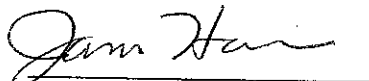
ATTEST:


\_\_\_\_\_  
Connie Hooks  
City Secretary


ATTEST:

  
Karen McQueen  
County Clerk

APPROVED AS TO FORM:

  
Janice Hampton  
City Attorney  
City of Bryan, Texas

  
Mary Ann Powell  
City Attorney  
College Station, Texas

  
Tina L. Snelling/Kay Magness  
Assistant County Attorney  
Brazos County, Texas



**March 13, 2008**  
**Consent Agenda Item 2c**  
**Conveyance of 1119 Georgia to B/CS Habitat for Humanity**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding a Resolution approving a Real Estate Contract to transfer ownership of 1119 Georgia Street, an undeveloped residential lot, to the local Habitat for Humanity affiliate.

**Recommendation(s):** Staff recommends approval for the Mayor to sign the resolution and deed conveying this property to B/CS Habitat for Humanity, Inc. for development as owner-occupied, low-to-moderate income housing.

**Summary:** The subject property was acquired by the City to help promote redevelopment in this neighborhood and to provide affordable home-ownership opportunities for lower-income homebuyers. B/CS Habitat for Humanity has identified this lot as a favorable location for one of their client families, and is requesting that the lot be transferred to Habitat for Humanity, Inc. for that express purpose.

**Budget & Financial Summary:** Community Development Block Grant Funds (CDBG) in the amount of \$55,298 were used to acquire this property in March 2006. Additionally, CDBG funds in the amount of \$7,870 were used to demolish the existing dilapidated structure in September 2006. The current assessed value of this residential lot is \$12,600 and the estimated purchase price is \$16,386.

**Attachments:**

- 1 - Resolution
- 2 - Real Estate Contract
- 3 - Letter from Habitat for Humanity Requesting the Property
- 4 - Map Showing Location of Subject Property

# 1119 Georgia St



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REAL ESTATE CONTRACT WITH THE BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.**

WHEREAS, the City of College Station, Texas ("City" hereinafter) has adopted the strategy of promoting revitalization and redevelopment of challenged areas through the promotion and development of low-to-moderate income housing;

WHEREAS, Bryan/College Station Habitat for Humanity, Inc., through its Methods of Operation as set forth in its Affiliate Covenant agreement between the local affiliate and Habitat for Humanity International, shares this common goal with the City;

WHEREAS, the City has previously acquired real property, Lot 2, Block 10, McCulloch's Subdivision (1119 Georgia), College Station, Brazos County, Texas ("Land" hereinafter) by means other than condemnation;

WHEREAS, Bryan/College Station Habitat for Humanity, Inc., a non-profit corporation, has requested that the City convey this property to facilitate each entity's mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Bryan/College Station Habitat for Humanity, Inc., will facilitate development of the Land into low-to-moderate income housing and thereby serves a valid public purpose; and

WHEREAS, the City has determined that the Bryan/College Station Habitat for Humanity, Inc., is qualified to receive real property conveyances pursuant to LOCAL GOVERNMENT CODE §§ 272.001(g), 253.011 and applicable Department of Housing and Urban Development Regulations, 24 CFR 570.201 (a) & (b); now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that the City is authorized to convey land to Bryan/College Station Habitat for Humanity, Inc., a non-profit corporation, for the development of low to moderate income housing.

PART 2: That the City Council hereby approves the Real Estate contract with Bryan/College Station Habitat for Humanity, Inc. to convey Lot 2, Block 10, McCulloch's Subdivision (1119 Georgia).

RESOLUTION NO. \_\_\_\_\_

Page 2

PART 3: That the City Manager is hereby authorized to execute the Real Estate contract upon passage.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
City Attorney

**City Of College Station  
Real Estate Contract  
with  
Bryan/College Station Habitat for Humanity, Inc.**

This contract is made and entered into on this the 14<sup>th</sup> day of March, 2008, by and between the CITY OF COLLEGE STATION ("City" and/or "Grantor" hereinafter), a Home Rule Municipal Corporation incorporated under the laws of the State of Texas, and BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC. ("Agency" and/or "Grantee" hereinafter), a Texas non-profit corporation.

WHEREAS, the City has the objective of providing for the development of low-to-moderate-income housing for citizens of the City through its Economic and Community Development Department;

WHEREAS, the Agency, through its Methods of Operation set forth in a separate agreement ("Affiliate Covenant") between the Agency and Habitat for Humanity International, shares this common goal with the City;

WHEREAS, the City has previously acquired certain real property ("Land" hereinafter, further identified herein below) by means other than condemnation;

WHEREAS, the Agency has requested that the City convey said Land to the Agency to facilitate their mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Agency will facilitate development of the Land into low-to-moderate-income housing and thereby serves a valid public purpose;

WHEREAS, the City has determined that the Agency is qualified to receive real property conveyance(s) pursuant to Local Government Code §272.001(g), Local Government Code §253.011, and applicable Department of Housing and Urban Development regulations; and

WHEREAS, the City has determined that it is appropriate to convey title of the Land to the Agency to facilitate the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

**NOW, THEREFORE, the City and the Agency for and in consideration of the covenants and promises as set forth herein, do agree as follows:**

## **TERMS AND CONDITIONS:**

### **Article I – Conveyance(s)**

1. For the consideration of ten dollars (\$10) and the further covenants and promises contained herein, the City shall provide to the Agency a Special Warranty Deed conveying the following real property for the purposes described herein:

- 1.1. 1119 Georgia Street, College Station, Texas, herein referred to as the "Land", being more particularly described by its legal description as follows:

Lot Two (2), Block Ten (10), McCULLOCH ADDITION, an addition to the City of College Station, Texas, according to plat recorded in Volume 362, Page 827, Deed Records, Brazos County, Texas.

2. The Agency acknowledges and agrees that said Special Warranty Deed shall contain the following reservations and/or exceptions, among others as may be deemed appropriate in the sole discretion of the City, from and to conveyance and warranty of the particular tract listed above:

- 2.1. This conveyance is conditioned on the construction of a dwelling meeting the specifications in paragraph 4.3 of this agreement, and HUD approved requirements on the property within eighteen (18) months from date of this deed. If GRANTEE does not complete construction of such dwelling in the time period allotted, GRANTOR shall have an automatic reversion of GRANTOR's interest. It is further conditioned on and Agency agrees that such dwelling shall provide low-to-moderate-income housing and thereby serves a valid public purpose.
- 2.2. The Agency shall facilitate development of the land into low-to-moderate-income housing. If the Agency at any time fails to use the property for development of low-to-moderate-income housing, ownership of the property automatically reverts to the City.

3. The Agency agrees that any subsequent conveyance of the Land or any portion thereof by the Agency shall be by Special Warranty Deed, to provide housing for a low-to-moderate-income family.

### **Article II – Construction of Dwelling Unit(s)**

4. The Agency agrees to the following terms and conditions regarding construction of dwelling unit(s) on each tract of land described herein:

- 4.1. The Agency, having previously inspected the property to determine the feasibility of low-to-moderate-income dwelling development, will accept the conveyance of

the property and shall complete the construction of the dwelling unit ***not later than June 14, 2009***. **Failure to complete construction by the stated date shall constitute grounds, pursuant to this Contract, for the City to exercise its reversionary interest in the tract of land.**

4.2 At Closing, the Agency shall dedicate, at no cost, a Blanket Utility Easement in the form attached hereto as Exhibit A.

4.3 The City's Economic and Community Development Department shall have final approval of design for the project. Exterior construction shall consist of a minimum of 25% brick veneer, with the remainder being fiber-cement siding. The brick portion will be applied in wainscot fashion around the complete exterior, with the brick extending from the slab up to a reasonable and aesthetically appropriate height. Agency shall submit final plans and specifications to the City's Economic and Community Development Department, and shall comply with all other applicable City of College Station ordinances prior to commencement of construction, or the City may terminate this agreement.

### **Article III – Property Maintenance**

5. As part of the consideration for the conveyance described above, the Agency agrees to comply with all of the following terms in reference to the Land and the contemplated dwelling (the Property) for so long as the Agency holds title to the Land:

- 5.1. The Property must be constructed and maintained to meet all applicable City code requirements;
- 5.2. All debris on the Property, both during and after construction, must be regularly collected in a neat and orderly manner and properly disposed;
- 5.3. All vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;
- 5.4. The interior of the dwelling shall be kept in a clean and sanitary living condition;

### **Article IV – Records and Reports**

6. The Agency shall submit activity reports during construction to the City as may be required in writing by the City. The format of such reports shall, at a minimum, consist of a narrative summary of activities and an activity report that describes the client(s) served by the Agency through the Land conveyance under this Contract. The Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. Final activity report(s) and reimbursement request(s), including documentation, shall be

submitted to the City within thirty (30) days following the sale of the property. Such final report(s) shall include information on the following: racial and ethnic identification; household income information as to whether low or moderate income (as stipulated by HUD regulations); head of household status; and city of residence status.

#### **Article V – Administrative Requirements**

7. The Agency further agrees to comply with all the terms and conditions contained in the City's Community Development Administrative Guidelines and the Deed referenced in paragraph 1, *et seq.*, herein.

8. The Agency further agrees to comply with all applicable local, State, and Federal laws, ordinances, and regulations, including but not limited to HUD requirements and the following:

8.1. For any property rehabilitated under this Contract that lies within the 100 year flood plain, the Agency agrees to purchase Federal Flood Insurance as required under the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et. Seq.

8.2. The Agency agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4822, and the implementing regulations at 24 C.F.R. § 35.

#### **Article VI – General Provisions**

9. The City and the Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of this Contract, has any personal interest, direct or indirect, in this Contract.

10. The Agency certifies that it will not limit services or give preference to any person assisted through this Contract on the basis of race, color, religion, sex, national origin or disability.

11. The parties to this Contract agree and understand that the Agency is an independent contractor and not an agent or representative of the City, that the obligation to compensate Agency's employees and personnel furnished or used by the Agency to provide the services specified herein shall be the sole responsibility of the Agency, and that said employees and personnel shall not be deemed employees of the City for any purpose.

12. No amendment to this Contract shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

13. This Contract has been made under and shall be governed by the laws of the State of Texas.

14. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective organizations.

16. Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.

18. This Contract and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Contract.

19. It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20. If any provision of this Contract shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

21. It is understood that this Contract contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Contract shall affect or modify any of the terms or obligations hereunder.

22. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each

party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party. Written notices shall be delivered as follows unless otherwise notified by either party:

**Agency:**

Attn: \_\_\_\_\_  
Bryan/College Station Habitat for Humanity, Inc.  
119 Lake Street  
Bryan, Texas 77801

**City:**

Attn: David Gwin  
Economic & Community Development  
City of College Station  
1207 Texas Avenue  
P.O. Box 9960  
College Station, Texas 77842

23. Headings provided herein are for convenience only and in no manner limit or effect the provisions contained herein.

**EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2008.**

**CITY OF COLLEGE STATION**

**BRYAN/COLLEGE STATION HABITAT  
FOR HUMANITY, INC.**

By: \_\_\_\_\_  
Glenn Brown, City Manager

By: Patricia G. Burk  
Printed Name: Patricia G. Burk  
Title: Executive Director

**APPROVED:**

Angela M De Luca

City Attorney

Dated

Jeff Kersten, Chief Financial Officer

Dated

David Gwin, Director of Economic & Community Development. Dated

STATE OF TEXAS

§

§

**ACKNOWLEDGMENT**

COUNTY OF BRAZOS

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by Glenn Brown, as City Manager of the City of College Station, Texas, Texas Home Rule Municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

**ACKNOWLEDGMENT**

COUNTY OF BRAZOS

§

This instrument was acknowledged before me on the 3 day of March, 2008, by Patricia G Burk, as Exec Director of BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC., a Texas non-profit organization, on behalf of said organization.



Deborah L. Krusekoff  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**BLANKET UTILITY EASEMENT**

**DATE:** \_\_\_\_\_, 2008

**GRANTOR:** BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.  
a Texas non-profit corporation

**GRANTOR'S MAILING ADDRESS:** 119 Lake Street  
Brazos County .  
Bryan, TX 77801

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:** 1101 Texas Avenue  
Brazos County  
College Station, Texas 77842

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration.

**PROPERTY:**

Being all that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot Two (2), Block Ten (10), McCULLOCH ADDITION, an addition to the City of College Station, Texas, according to resubdivision plat recorded in Volume 362, Page 827 of the Deed Records of Brazos County, Texas.

Being the same property described in General Warranty Deed dated March 22, 2006, from Hossein Eklili and Zahra Eklili to City of College Station, Texas, recorded in Volume 7211, Page 149, Official Records of Brazos County, Texas.

**ESTATE GRANTED:**

1. GRANTOR grants to GRANTEE an undefined or "blanket" easement for various utilities, to be restricted hereafter to the as-built area, and defined by subsequent survey or plat.

2. GRANTOR does hereby grant, bargain, sell and convey unto GRANTEE, its successors and assigns, an undefined easement in and to the above-described parcel of land; GRANTEE to install, maintain, repair, rebuild, operate, inspect and remove all utility facilities, including conduits, duct lines, vaults, fittings, appliances and equipment, under the above-described property.

**RESERVATIONS AND RESTRICTIONS:**

1. This conveyance is only of the right, privilege and easement for the aforesaid purposes. GRANTOR and its successors and assigns shall have the right to use and to grant to others the right to use the easement area for any purpose which will not unreasonably interfere with the safe and reasonable maintenance and operation of installations to be made by GRANTEE therein.

2. GRANTEE covenants and agrees to interfere as little as possible with the normal flow of vehicular and pedestrian traffic over and upon the site, and to restore the surface of the site, whenever and wherever disturbed by GRANTEE, to as good a condition as existed at the time of such disturbance.

3. GRANTEE hereby covenants and agrees that in the event the future development or expansion of either the site or adjacent land, or both, requires the relocation of the facilities already constructed and installed in the easement area, GRANTEE will relocate such facilities, at the request and expense of GRANTOR, provided such relocation is sound and feasible from an engineering standpoint as reasonably determined by GRANTEE, and provided further that GRANTOR shall grant to GRANTEE a substitute easement, by instrument in recordable form providing for such relocation.

4. The easement is intended to be temporary, but the rights granted hereunder shall not terminate unless GRANTOR shall deliver a final "As Built" survey or plat, as approved by GRANTEE, showing the location of utility service, equipment, and facilities. The "As Built" survey or plat shall delineate a proposed permanent easement area to enable GRANTEE to maintain, repair, rebuild, and operate the equipment described in paragraph number 2 above, and GRANTEE or its successors shall thereafter execute an instrument in recordable form perfecting the rights existing hereunder in and to the "As Built" area.

5. GRANTOR warrants that the right of GRANTEE shall be superior to those of all persons claiming under or through GRANTOR but not otherwise.

BRYAN/COLLEGE STATION HABITAT FOR  
HUMANITY, INC.

BY: DO NOT SIGN AT THIS TIME  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BRAZOS     §

ACKNOWLEDGMENT

          This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_ as \_\_\_\_\_ of BRYAN/COLLEGE  
STATION HABITAT FOR HUMANITY, INC., a Texas non-profit corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**PREPARED IN THE OFFICE OF:**

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**AFTER RECORDING RETURN TO:**

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960



March 2, 2007

Mr. David Gwin  
Director of Economic and Community Development  
City of College Station  
1207 Texas Ave.  
College Station, TX 77840

Dear Mr. Gwin:

I write on behalf of the Board of Directors of Bryan/College Station Habitat for Humanity to request the donation of a lot at 1119 Georgia Street in College Station, for the construction of a simple, affordable home for a local family in need.

The donation of this lot will allow local volunteers to build a home for a low-income family that currently lives in substandard housing. Funds and labor for construction have been committed by the members of Christ United Methodist Church, who are ready to begin.

We appreciate all that the City of College Station has done for its citizens, especially for the low-income families we serve, and look forward to partnering with you again in the New Year.

Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Patricia G. Burk".

Patricia G. Burk  
Executive Director

**March 13, 2008**  
**Consent Agenda Item 2d**  
**Construction Contract #08-063 for Construction Development of Three Parks:**  
**University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks**

**To:** Glenn Brown, City Manager

**From:** Eric Ploeger, Assistant Director of Parks and Recreation Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #08-063) with R.M. Dudley Construction in the amount of \$1,127,628.00, for the construction of University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks.

**Recommendation(s):** Staff recommends approval of the resolution and award of the construction contract with R.M. Dudley Construction, for the construction of University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks. This includes Alternate Number 1 for additional bridge, sidewalk, and landscaping for Edelweiss Gartens Park; Alternate Number 2 for a small picnic shelter and tables for University Park; and Alternate Number 3 for additional landscaping and irrigation in Woodland Hills Park.

**Summary:** This item will provide development of three undeveloped neighborhood parks. The site plans for University, Edelweiss Gartens, and Woodland Hills parks were developed through a series of meetings with each neighborhood to gain public input. The site plans were approved by the Parks and Recreation Advisory Board during the following public hearings: February 21, 2006 for University Park, June 13, 2006 for Edelweiss Gartens Park, and May 15, 2007 for Woodland Hills Park.

Each park development will include typical Neighborhood park items such as area lights, walks, additional trees, playgrounds, benches, bike racks, and picnic units. University Park will include the City's second dog park, with separate enclosures for both large and small dogs. Woodland Hills includes two playgrounds, each designed for different age groups. This emphasis on younger children came from neighborhood input.

**Budget & Financial Summary:** Four (4) sealed, competitive bids were received and opened on February 5, 2008. The bid summary is attached. Funds are available and budgeted in the FY 2008 Parks Capital Projects Fund. The University Park project budget is in the amount of \$515,000, a portion of which is from the Zone 2 Park Land Dedication Fund. The Edelweiss Gartens Park project budget is in the amount of \$366,000 from the Zone 10 Park Land Dedication Fund. The Woodland Hills budget is in the amount of \$349,000, a portion of this is from the Zone 9 Park Land Dedication Fund. The total available for all three parks is in the amount of \$1,230,000.

**Attachments:**

1. Resolution Approving a Construction Contract for Three Parks
2. Bid Number 08-25 Bid Summary
3. University Park Site Plan
4. Edelweiss Gartens Park Site Plan
5. Woodland Hills Park Site Plan
6. Location Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT, #08-063, FOR UNIVERSITY, EDELWEISS GARTENS, AND WOODLAND HILLS NEIGHBORHOOD PARKS CONSTRUCTION PROJECTS, PROJECT NUMBERS PK 0410, PK 0613, AND PK 0523, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks Construction Projects; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that R.M. Dudley Construction is the lowest, responsible bidder.

PART 2: That the City Council hereby approves the contract with R.M. Dudley Construction in the amount of \$1,127,628.00 for the labor, materials, and equipment required for the construction of University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks Construction Projects. This includes Alternates 1, 2, and 3.

PART 3: That the funding for this contract shall be as budgeted from the Parks Capital Improvement Projects Fund in the amount of \$1,127,628.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 13<sup>th</sup> day of March, 2008.

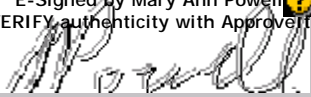
ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

E-Signed by Mary Ann Powell  
VERIFY authenticity with ApproveIt  


CITY ATTORNEY

**City of College Station  
Bid Tabulation**

**BID TAB FOR: Edelweiss Gartens, University and Woodland Hills Parks  
DEPARTMENT: Parks and Recreation  
BID: 08-25**

02/12/08

			Dudley Const. College Station, TX		Marek Bros. College Station, TX		Kieschnick Const. College Station, TX		Robinson Landscape Snyder, TX	
Line Item	Unit Meas.	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Edelweiss Gartens Park										
1	1 Lot	Sidewalks	\$69,709.00	\$69,709.00	\$69,315.00	\$69,315.00	\$93,768.00	\$93,768.00	\$67,000.00	\$67,000.00
2	1 Lot	Basketball court, equipment, trash can, color surface	\$31,937.00	\$31,937.00	\$60,104.00	\$60,104.00	\$95,914.00	\$95,914.00	\$60,000.00	\$60,000.00
3	1 Lot	(1) Bridge & footings 6'x40'	\$29,362.00	\$29,362.00	\$27,083.00	\$27,083.00	\$39,865.00	\$39,865.00	\$66,500.00	\$66,500.00
4	1 Lot	Wood Boardwalk (6'x120')	\$10,752.00	\$10,752.00	\$9,373.00	\$9,373.00	\$18,760.00	\$18,760.00	\$32,000.00	\$32,000.00
5	1 Lot	Playground & rubber cushioning	\$45,252.00	\$45,252.00	\$43,115.00	\$43,115.00	\$44,090.00	\$44,090.00	\$47,000.00	\$47,000.00
6	1 Lot	Swing set & gravel/rubber pit	\$8,802.00	\$8,802.00	\$13,570.00	\$13,570.00	\$14,910.00	\$14,910.00	\$15,800.00	\$15,800.00
7	1 Lot	Shelter, slab, (2) Picnic tables, bike rack, trash can	\$31,058.00	\$31,058.00	\$29,878.00	\$29,878.00	\$34,760.00	\$34,760.00	\$37,000.00	\$37,000.00
8	1 Lot	(2) Drinking fountains & water line	\$7,906.00	\$7,906.00	\$12,144.00	\$12,144.00	\$3,183.00	\$6,366.00	\$7,000.00	\$14,000.00
9	1 Lot	Shade cover for playground	\$12,758.00	\$12,758.00	\$16,679.00	\$16,679.00	\$14,562.00	\$14,562.00	\$17,500.00	\$17,500.00
10	1 Lot	Irrigation system	\$9,983.00	\$9,983.00	\$10,625.00	\$10,625.00	\$10,115.00	\$10,115.00	\$11,150.00	\$11,150.00
11	1 Lot	Landscape and sign bed	\$24,808.00	\$24,808.00	\$37,906.00	\$37,906.00	\$25,000.00	\$25,000.00	\$26,820.00	\$26,820.00
12	1 Lot	Grading, seeding & clearing	\$25,743.00	\$25,743.00	\$13,560.00	\$13,560.00	\$11,900.00	\$11,900.00	\$30,000.00	\$30,000.00
13	1 Lot	Lights & electrical	\$18,168.00	\$18,168.00	\$20,563.00	\$20,563.00	\$17,850.00	\$17,850.00	\$21,000.00	\$21,000.00
14	1 Lot	(2) Benches	\$1,632.00	\$1,632.00	\$3,863.00	\$3,863.00	\$2,025.00	\$4,050.00	\$3,525.00	\$7,050.00
15	1 Lot	Park sign	\$2,169.00	\$2,169.00	\$2,551.00	\$2,551.00	\$3,000.00	\$3,000.00	\$6,200.00	\$6,200.00
16	1 Lot	Erosion control	\$540.00	\$540.00	\$625.00	\$625.00	\$3,570.00	\$3,570.00	\$6,500.00	\$6,500.00
Total Base Bid For Edelweiss Park				\$330,579.00		\$370,954.00		\$438,480.00		\$465,520.00
Alternate #1- Bridge, sidewalks, trees and irrigation				\$31,005.00		\$30,281.00		\$50,220.00		\$61,100.00
TOTAL WITH ALTERNATE #1				\$361,584.00		\$401,235.00		\$488,700.00		\$526,620.00
UNIVERSITY PARK										
1	1 Lot	Sidewalks w/(3/3' drainpipes & (2/6" drainpipes	\$80,234.00	\$80,234.00	\$77,734.00	\$77,734.00	\$107,400.00	\$107,400.00	\$85,200.00	\$85,200.00
2	1 Lot	Granite gravel beaches for small & large ponds	\$12,841.00	\$12,841.00	\$25,243.00	\$25,243.00	\$15,340.00	\$15,340.00	\$21,000.00	\$21,000.00
3	1 Lot	Parking lot & filling of valley gutter in street	\$23,571.00	\$23,571.00	\$35,344.00	\$35,344.00	\$55,050.00	\$55,050.00	\$102,500.00	\$102,500.00
4	1 Lot	Playground w/rubber cushioning	\$54,111.00	\$54,111.00	\$54,760.00	\$54,760.00	\$41,600.00	\$41,600.00	\$56,000.00	\$56,000.00
5	1 Lot	Swing set & gravel/rubber pit	\$7,444.00	\$7,444.00	\$13,633.00	\$13,633.00	\$14,000.00	\$14,000.00	\$19,500.00	\$19,500.00
6	1 Lot	Large pond with spillway	\$4,087.00	\$4,087.00	\$27,595.00	\$27,595.00	\$28,200.00	\$28,200.00	\$22,000.00	\$22,000.00
7	1 Lot	Metal fencing & gates	\$46,867.00	\$46,867.00	\$54,663.00	\$54,663.00	\$53,000.00	\$53,000.00	\$60,000.00	\$60,000.00
8	1 Lot	Concrete pool(small pond) & drainline	\$9,384.00	\$9,384.00	\$22,110.00	\$22,110.00	\$21,050.00	\$21,050.00	\$19,000.00	\$19,000.00
9	1 Lot	(4) Dog waste stations	\$808.00	\$808.00	\$1,750.00	\$1,750.00	\$250.00	\$1,000.00	\$1,337.50	\$5,350.00
10	1 Lot	(7) Trash cans	\$620.00	\$620.00	\$3,750.00	\$3,750.00	\$720.00	\$5,040.00	\$1,142.86	\$8,000.00
11	1 Lot	(4) Benches	\$10,044.00	\$10,044.00	\$8,653.00	\$8,653.00	\$2,000.00	\$8,000.00	\$2,980.00	\$11,920.00
12	1 Lot	Irrigation system	\$18,113.00	\$18,113.00	\$19,250.00	\$19,250.00	\$10,500.00	\$10,500.00	\$13,750.00	\$13,750.00
13	1 Lot	Landscape	\$11,477.00	\$11,477.00	\$23,308.00	\$23,308.00	\$18,800.00	\$18,800.00	\$31,000.00	\$31,000.00
14	1 Lot	Electrical & lighting	\$53,243.00	\$53,243.00	\$59,788.00	\$59,788.00	\$55,750.00	\$55,750.00	\$56,000.00	\$56,000.00
15	1 Lot	Seeding & sodding	\$2,294.00	\$2,294.00	\$2,500.00	\$2,500.00	\$4,100.00	\$4,100.00	\$19,000.00	\$19,000.00
16	1 Lot	Canine park entrances	\$28,365.00	\$28,365.00	\$31,310.00	\$31,310.00	\$37,500.00	\$37,500.00	\$25,500.00	\$25,500.00
17	1 Lot	Pedestrian entrance	\$24,148.00	\$24,148.00	\$11,384.00	\$11,384.00	\$40,000.00	\$40,000.00	\$11,600.00	\$11,600.00
18	1 Lot	Park sign installation w/concrete & stone	\$10,801.00	\$10,801.00	\$19,590.00	\$19,590.00	\$12,250.00	\$12,250.00	\$15,500.00	\$15,500.00
19	1 Lot	(2) Bridges & concrete footings (wood bridges)	\$14,656.00	\$14,656.00	\$14,715.00	\$14,715.00	\$10,250.00	\$20,500.00	\$14,000.00	\$28,000.00
20	1 Lot	(3) Drinking fountains & slabs & water lines	\$12,753.00	\$12,753.00	\$12,044.00	\$12,044.00	\$6,800.00	\$20,400.00	\$7,500.00	\$22,500.00
21	1 Lot	Erosion control, grubbing & clearing	\$32,909.00	\$32,909.00	\$5,000.00	\$5,000.00	\$20,500.00	\$20,500.00	\$19,000.00	\$19,000.00
Total Base Bid For University Park				\$458,770.00		\$524,124.00		\$589,980.00		\$652,320.00
ALTERNATE #2-Shelter slab, picnic tables & Irrg.				\$28,344.00		\$45,275.00		\$42,000.00		\$47,700.00
TOTAL WITH ALTERNATE #2				\$487,114.00		\$569,399.00		\$631,980.00		\$700,020.00
Woodland Hills Park										
1	1 Lot	Sidewalks	\$70,260.00	\$70,260.00	\$49,139.00	\$49,139.00	\$105,300.00	\$105,300.00	\$49,700.00	\$49,700.00
2	1 Lot	Playground (5-12 yr old) & rubber cushion	\$37,829.00	\$37,829.00	\$35,140.00	\$35,140.00	\$39,660.00	\$39,660.00	\$33,700.00	\$33,700.00
3	1 Lot	Playground (toddler) & rubber cushion	\$20,252.00	\$20,252.00	\$18,596.00	\$18,596.00	\$28,260.00	\$28,260.00	\$19,500.00	\$19,500.00
4	1 Lot	Swing set & gravel/rubber pit	\$7,540.00	\$7,540.00	\$13,819.00	\$13,819.00	\$14,381.00	\$14,381.00	\$14,000.00	\$14,000.00
5	1 Lot	(2) Shade covers for playgrounds	\$22,766.00	\$22,766.00	\$30,633.00	\$30,633.00	\$13,800.00	\$27,600.00	\$14,280.00	\$28,560.00
6	1 Lot	Electrical and Lights	\$24,837.00	\$24,837.00	\$29,086.00	\$29,086.00	\$27,600.00	\$27,600.00	\$29,000.00	\$29,000.00
7	1 Lot	Cylex sign 2'x6'	\$2,527.00	\$2,527.00	\$3,088.00	\$3,088.00	\$3,000.00	\$3,000.00	\$6,650.00	\$6,650.00
8	1 Lot	Top soil & hydromulching	\$10,043.00	\$10,043.00	\$7,312.00	\$7,312.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
9	1 Lot	Erosion Control	\$510.00	\$510.00	\$250.00	\$250.00	\$5,850.00	\$5,850.00	\$6,000.00	\$6,000.00
10	1 Lot	Bridge & concrete footings	\$30,479.00	\$30,479.00	\$27,895.00	\$27,895.00	\$45,480.00	\$45,480.00	\$59,300.00	\$59,300.00
11	1 Lot	Shelter, slab, brick columns	\$27,591.00	\$27,591.00	\$27,238.00	\$27,238.00	\$34,800.00	\$34,800.00	\$39,400.00	\$39,400.00
12	1 Lot	Drinking fountain & water line	\$3,287.00	\$3,287.00	\$5,769.00	\$5,769.00	\$6,420.00	\$6,420.00	\$13,000.00	\$13,000.00
13	1 Lot	(2) Benches	\$3,204.00	\$3,204.00	\$3,188.00	\$3,188.00	\$2,040.00	\$4,080.00	\$3,625.00	\$7,250.00
14	1 Lot	(1) Trash can	\$100.00	\$100.00	\$1,219.00	\$1,219.00	\$720.00	\$720.00	\$4,750.00	\$4,750.00
15	1 Lot	(2) Picnic tables	\$2,016.00	\$2,016.00	\$1,663.00	\$1,663.00	\$1,500.00	\$3,000.00	\$4,300.00	\$8,600.00
16	1 Lot	Iron fence 96' of 4' HT	\$4,889.00	\$4,889.00	\$5,111.00	\$5,111.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00
Total Base Bid For Woodland Hills Park				\$268,130.00		\$259,146.00		\$355,151.00		\$336,910.00
ALTERNATE #3 - Landscaping and irrigation				\$10,800.00		\$19,378.00		\$15,000.00		\$16,800.00
TOTAL WITH ALTERNATE #3				\$278,930.00		\$278,524.00		\$370,151.00		\$353,710.00
TOTAL ALL THREE PARKS				\$1,057,479.00		\$1,154,224.00		\$1,383,611.00		\$1,454,750.00
TOTAL ALL THREE PARKS WITH ALTERNATES				\$1,127,628.00		\$1,249,158.00		\$1,490,831.00		\$1,580,350.00

Total Number of Calendar Days to Completion  
Number of Addenda Acknowledged  
Bid Bond  
Bid Certification Page  
Exceptions/Deviations

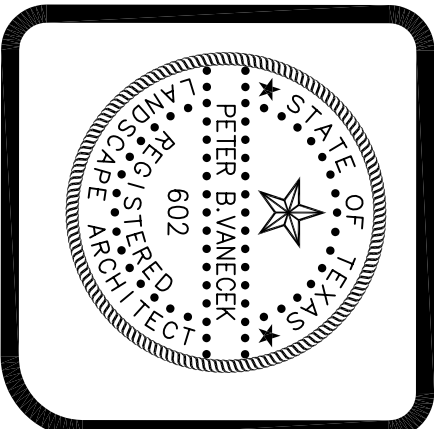
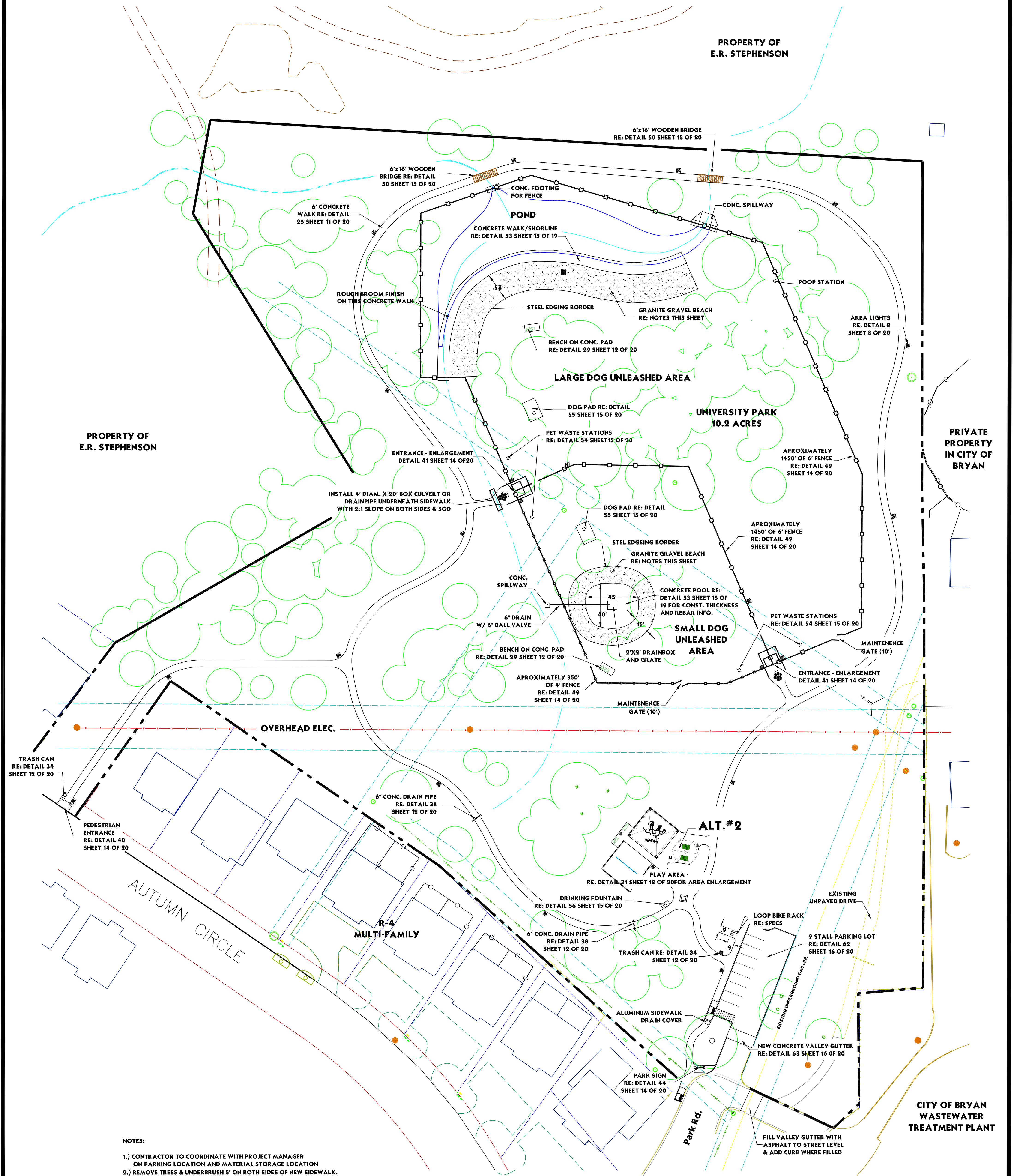
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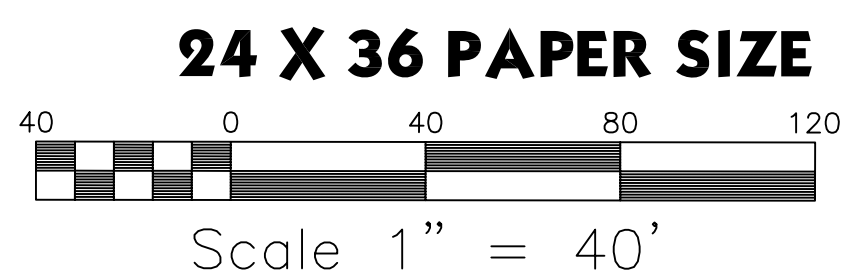
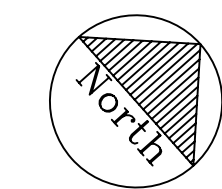
☐ Staff Award Recommendation



SHEET:  
**5**  
OF 19

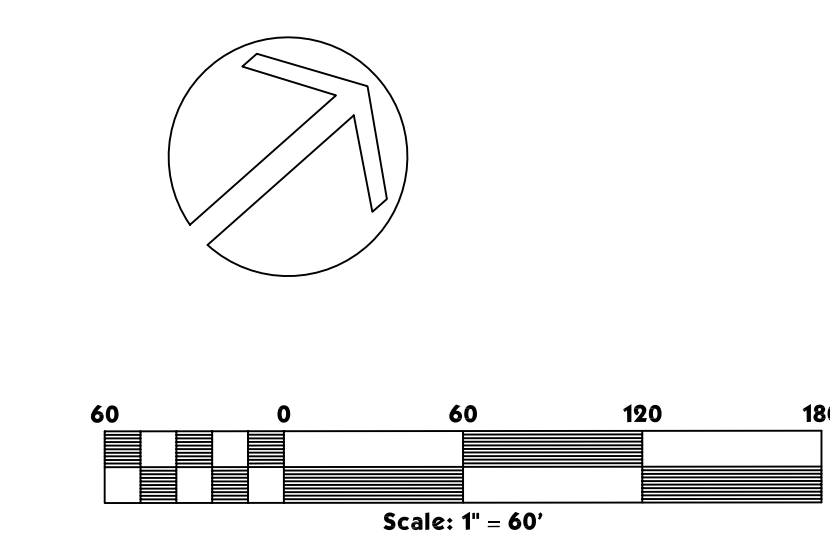
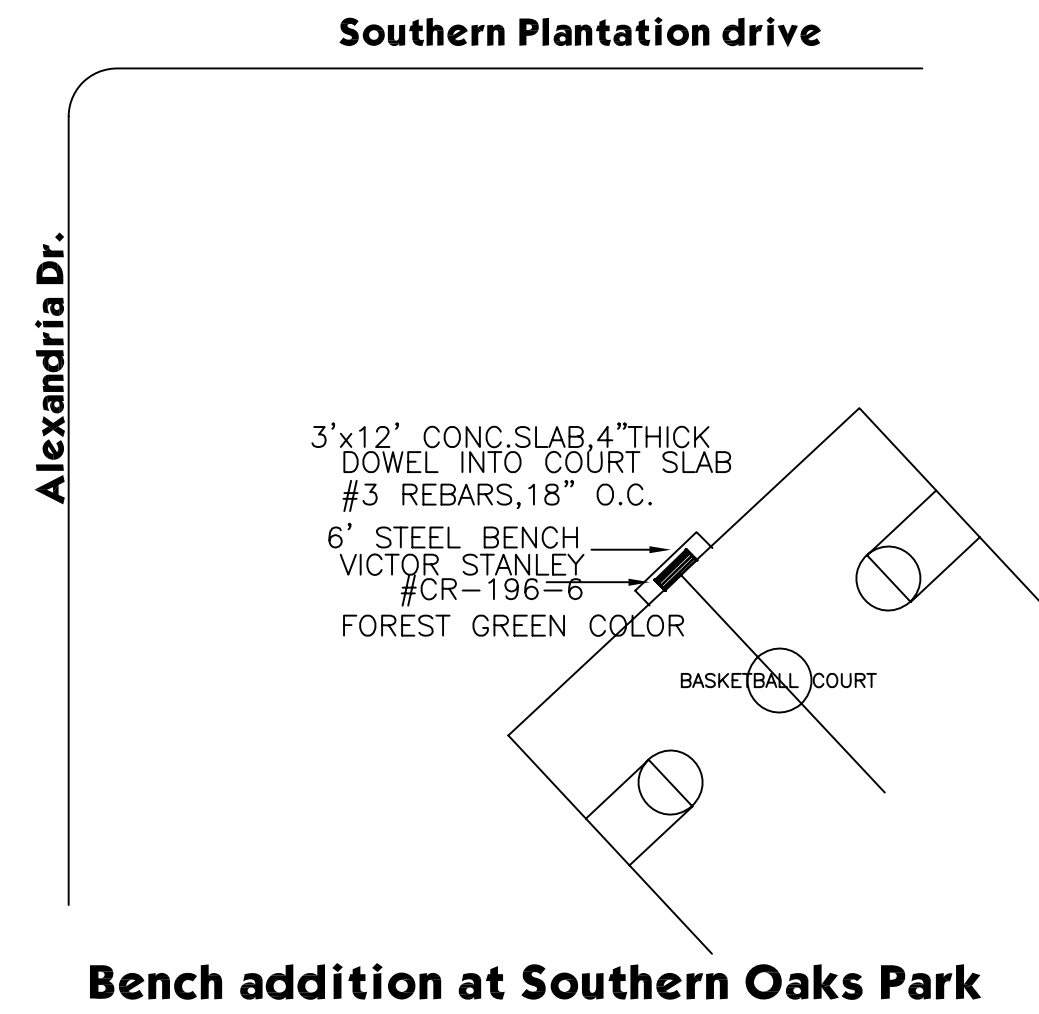
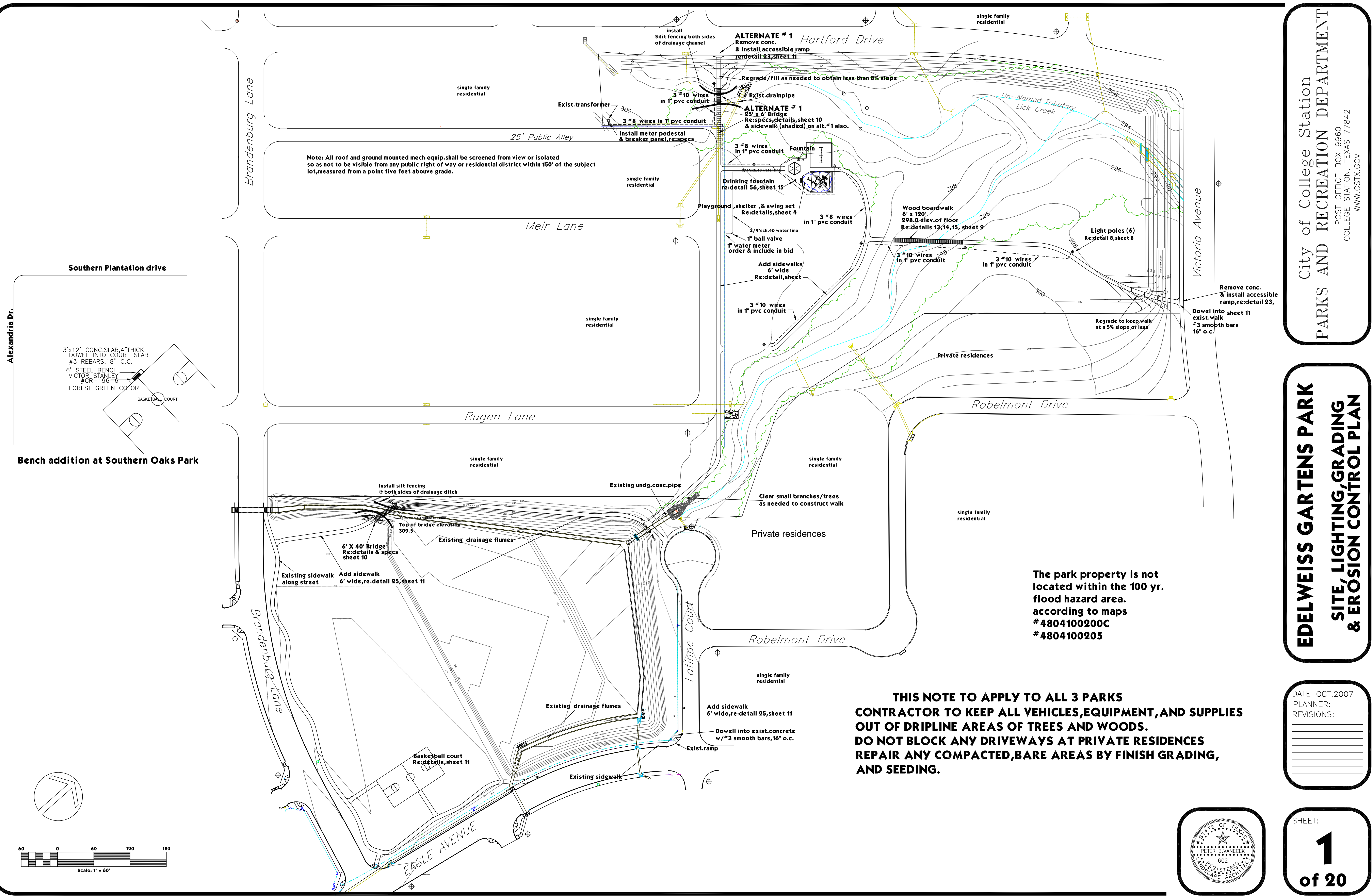
DATE: OCT. 2007  
PROJECT MANAGER:  
DAVID WOOD  
(979) 764-3888  
REVISIONS:

# UNIVERSITY PARK SITE PLAN



**CITY OF COLLEGE STATION  
PARKS AND RECREATION DEPARTMENT**

 POST OFFICE BOX 9960  
COLLEGE STATION, TX. 77842  
WWW.CSTX.GOV



**THIS NOTE TO APPLY TO ALL 3 PARKS  
CONTRACTOR TO KEEP ALL VEHICLES,EQUIPMENT,AND SUPPLIES  
OUT OF DRIPLINE AREAS OF TREES AND WOODS.  
DO NOT BLOCK ANY DRIVEWAYS AT PRIVATE RESIDENCES  
REPAIR ANY COMPACTED,BARE AREAS BY FINISH GRADING,  
AND SEEDING.**

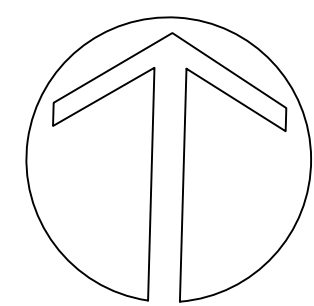
**The park property is not  
located within the 100 yr.  
flood hazard area.  
according to maps  
# 4804100200C  
# 4804100205**

City of College Station  
**PARKS AND RECREATION DEPARTMENT**  
POST OFFICE BOX 9960  
COLLEGE STATION, TEXAS 77842  
WWW.CSTX.GOV

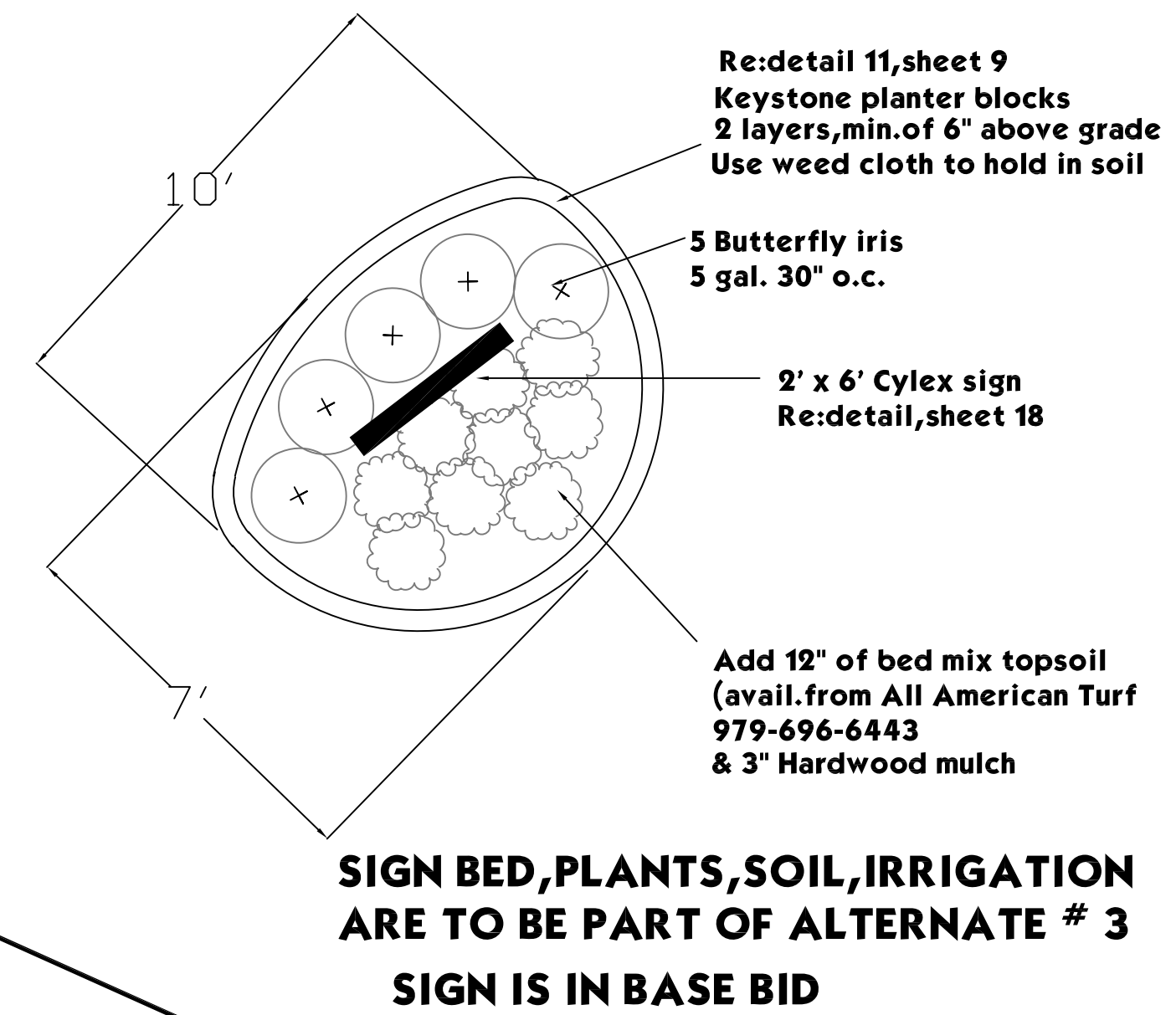
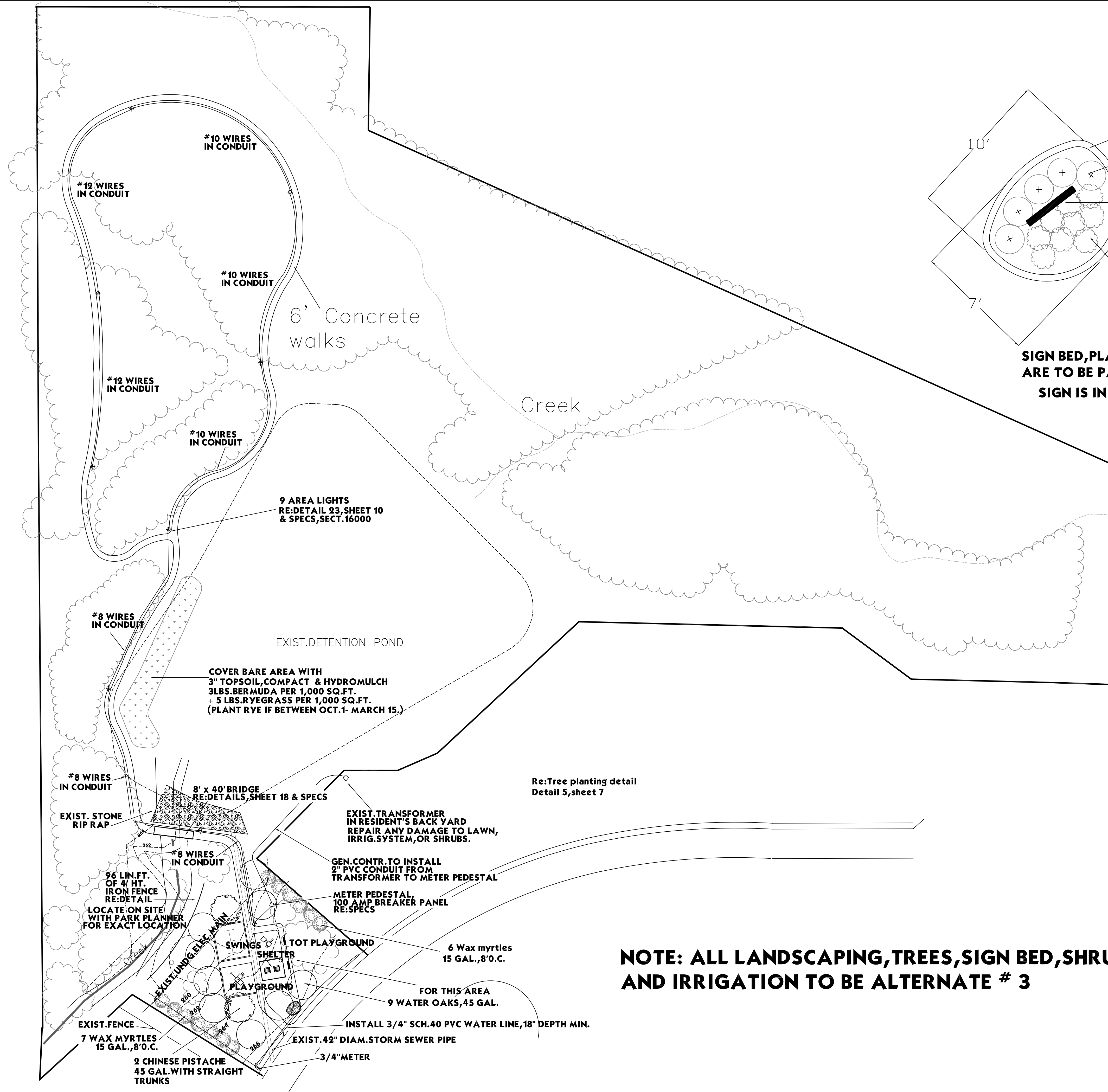
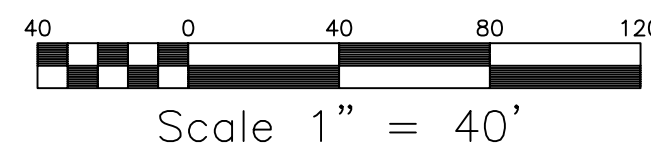
**EDELWEISS GARTENS PARK  
SITE, LIGHTING, GRADING  
& EROSION CONTROL PLAN**

DATE: OCT.2007  
PLANNER:  
REVISIONS:

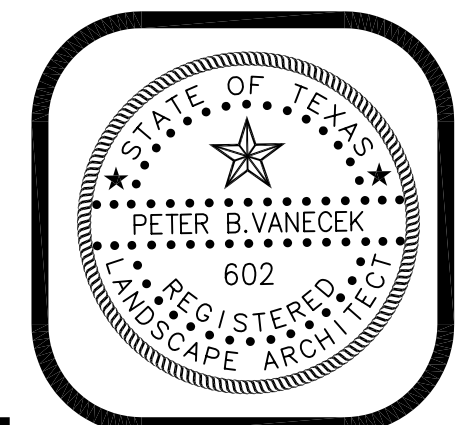
SHEET:  
**1**  
of 20

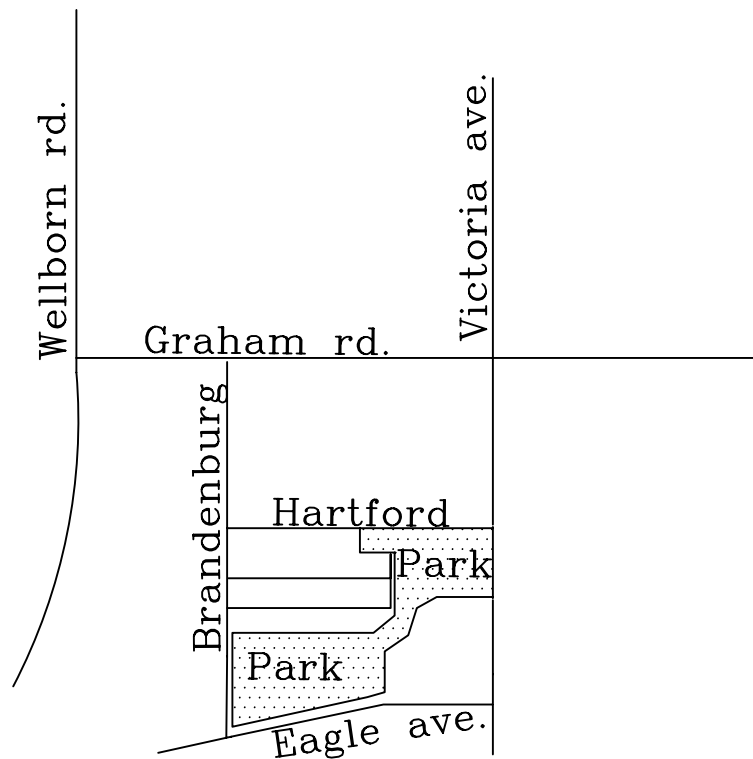


NORTH

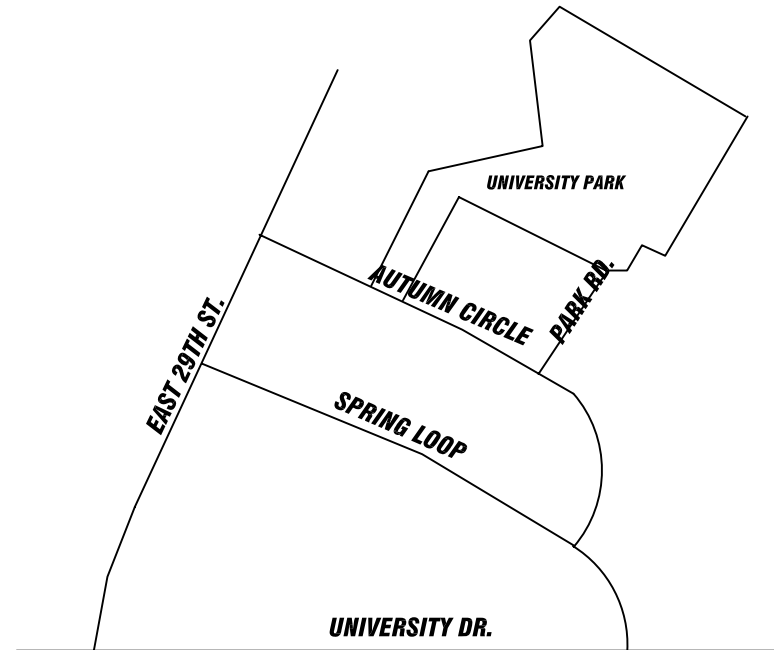


**NOTE: ALL LANDSCAPING,TREES,SIGN BED,SHRUBS  
AND IRRIGATION TO BE ALTERNATE # 3**

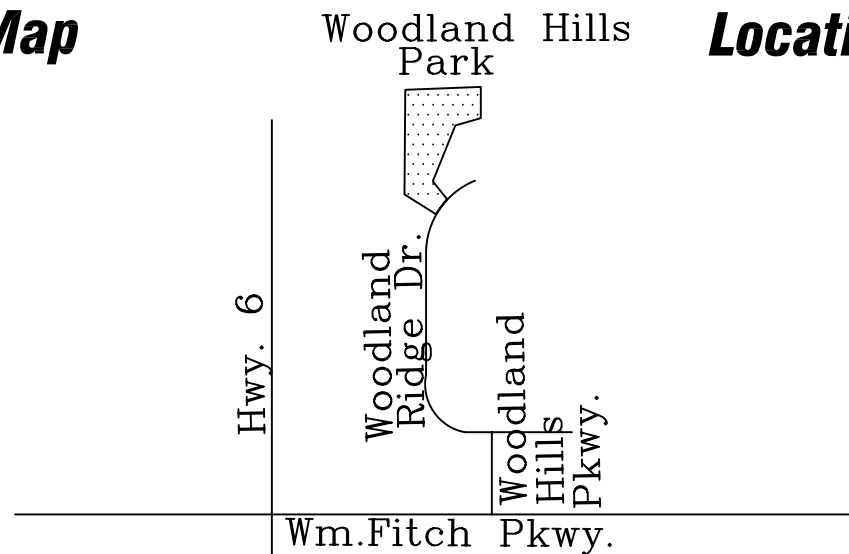




***Edelweiss Gartens Park  
Location Map***



***University Park  
Location Map***



***Woodland Hills Park  
Location Map***

**March 13, 2008  
Consent Agenda 2e  
Professional Service Contract with McCord Engineering, Inc.**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services.

**Recommendation(s):** Staff recommends Council approve the contract with McCord Engineering, Inc.

**Summary:** This contract will be for an original term of three (3) years at \$600,000 per year for a total of \$1,800,000 for a three (3) year period. The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. for many years for electric engineering services. McCord Engineering is a highly-qualified local business and is very responsive to the needs of the City. It is anticipated over the three year contract that McCord Engineering will provide design services for new electric system additions and several new electric substations.

**Budget & Financial Summary:** Funds are available as budgeted and approved in the Electric Utilities Departments annual budget for professional service for electric capital improvement projects.

**Attachments:**

1. Contract

**ENGINEERING SERVICES RETAINER CONTRACT**

**between**

**THE CITY OF COLLEGE STATION**

**and**

**McCORD ENGINEERING, INC.**

**January, 2008**

**ENGINEERING SERVICE CONTRACT  
RETAINER FOR CONSULTATION SERVICES**

AGREEMENT made as of \_\_\_\_\_, 20\_\_\_\_, between the **City of College Station** (hereinafter called the "OWNER") and **McCord Engineering, Inc.**, (hereinafter called the "ENGINEER").

WHEREAS, the OWNER owns and operates an electric transmission, substation and distribution system and desires to obtain engineering services to assist in planning and operating said system; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform, and the OWNER desires the ENGINEER to perform the engineering services herein described in respect of the System; and

WHEREAS, the OWNER owns and operates water and wastewater utility systems, drainage ways, and streets and roadways within its Municipal boundaries and desires to obtain right-of-way acquisition services to assist in obtaining utility easements, right-of-ways, etc. for such OWNER facilities; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform the desired right-of-way and easement acquisition services, and the OWNER desires the ENGINEER to perform these services herein described in respect to the stated OWNER facilities;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the OWNER and the ENGINEER agree as follows:

**ARTICLE I  
GENERAL**

The ENGINEER shall render diligently and competently the engineering and right-of-way acquisition services herein described.

**ARTICLE II  
OPERATION AND MAINTENANCE CONSULTATION SERVICES**

**Section 1.** SERVICE BY TELEPHONE OR CORRESPONDENCE. The ENGINEER shall advise the OWNER by telephone or correspondence at such times and with respect to such engineering problems as the OWNER may request, provided advice on such problems can reasonably be given on the basis of the ENGINEER'S knowledge of the System and copies of engineering studies and maps or other data furnished by the OWNER to the ENGINEER and retained in the office of the ENGINEER during the term of this Agreement as provided in Article V hereof.

**Section 2.** VISITS. The ENGINEER shall upon request of the OWNER and on a date to be agreed upon by the OWNER and the ENGINEER, visit the System to confer with management and maintenance personnel on matters pertaining to operation and maintenance of the System and perform such engineering and right-of-way acquisition services in respect of the System as can reasonably be performed during the visit.

**Section 3.** REPETITIVE SERVICES. The ENGINEER shall perform the following services at the times specified below and shall cooperate with the OWNER in scheduling any required visits to coincide, to the extent practicable, with other visits required by this Agreement:

- (a) The ENGINEER shall, upon request, provide all engineering services requested by the OWNER that are services offered by the ENGINEER in the normal course of his business.
- (b) The ENGINEER shall, upon request, provide all right-of-way and easement acquisition services requested by The OWNER for Utility System additions, drainage ways, and streets and roadways that are services offered by the ENGINEER in the normal course of his business.

### **ARTICLE III**

#### **INSPECTION AND CERTIFICATION OF WORK ORDER CONSTRUCTION**

The ENGINEER shall from time to time, upon request of the OWNER, visit the System and perform such engineering services as shall be required to inspect construction. Such services shall include, but not be limited to the following:

- (a) Determination that construction conforms to the OWNER'S specifications and standards and to the requirements of the National Electrical Safety Code or State codes if they are more stringent.
- (b) A review of the construction staking sheets, to determine that these records represent the construction completed and inspected.
- (c) Preparation of a list of construction clean-up notes and staking sheet discrepancies to be furnished to the OWNER to permit correction of construction, staking sheets, other records, and work order inventories.
- (d) Re-inspection of construction corrected as a result of the ENGINEER'S report.
- (e) Certification of work order inventories in accordance with the OWNER'S requirements.

#### **ARTICLE IV** **SERVICES**

During the term of this Agreement, the ENGINEER shall provide, upon request of the OWNER and agreement of the ENGINEER, engineering and right-of-way acquisition consultation services that are not furnished in the normal course of his business. In each such case, the services to be performed and compensation to be paid in these instances shall be mutually agreed upon by the parties to this Agreement and reduced to writing before any work is started, except in the case of an emergency. In case of an emergency, the details of engineering and right-of-way acquisition services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

#### **ARTICLE V** **BASIC DATA FURNISHED BY OWNER**

The OWNER shall furnish to the ENGINEER and the ENGINEER shall retain in his office, during the term of this Agreement, copies of engineering studies, maps, right-of-way acquisition materials and other pertinent data in respect of the System. The ENGINEER shall deliver to the OWNER, if requested, a written itemized receipt for such material, and shall be responsible for its safe keeping and shall return it to the OWNER, upon request, in as good condition as when received, normal wear and tear expected.

#### **ARTICLE VI** **OWNER FURNISH LINEMAN**

The OWNER shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

#### **ARTICLE VII** **COMPENSATION**

**Section 1.** The OWNER shall pay the ENGINEER for services performed hereunder as follows:

- a. In consideration of the ENGINEER maintaining personnel ready to perform engineering services, whether such services are requested or not, a monthly retainer fee in the amount of no dollars.
- b. For the services of engineering personnel, technicians, draftsmen, field party personnel, right-of-way agents etc. devoted to the obligations of the ENGINEER hereunder, the ENGINEER shall invoice the OWNER in accordance with his current Standard Cost-Plus Fee Schedule. A copy of the current (January 1, 2008) schedule is included herewith as Exhibit A. Any proposed revisions of said Standard Cost-Plus Fee Schedule during the term of this agreement will be

submitted to the OWNER. No changes to said Standard Cost-Plus Fee Schedule during the term or any renewal of this agreement shall be effective unless approved in writing by both parties.

- c. Except in the event of a duly authorized written change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract for each one year period may not exceed six hundred thousand and 00/100 Dollars (\$600,000.00). Accordingly, except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total compensation to ENGINEER under this agreement, excluding any renewal periods, shall not exceed one million eight hundred thousand and 00/100 Dollars (\$1,800,000.00).

**Section 2.** The ENGINEER shall maintain accurate records of all expenditures with respect to the services performed under this Agreement and in sufficient detail to serve as a basis for his preparation of statements of ENGINEER'S fee's and as a basis for the OWNER'S approval of such statements. The ENGINEER'S Statements shall list separately the cost for each project for which work was performed during the applicable billing period. The ENGINEER shall submit a Statement to the OWNER each month for all compensation due hereunder for the preceding month. Unless otherwise specified, the OWNER shall pay the ENGINEER within thirty (30) days after approval of such statements by the OWNER.

**Section 3.** The foregoing compensation shall include the use of the following instruments: All drafting instruments; surveyor's transit, chain or tape and ordinary surveying instruments, and ordinary office equipment. The use of additional equipment, which may be required, shall be compensated for at rates to be agreed upon by the OWNER and the ENGINEER.

## **ARTICLE VIII**

### **INSURANCE AND INDEMNIFICATION**

**Section 1.** **INDEPENDENT ENGINEER.** The parties agree that the ENGINEER shall be deemed to be an independent ENGINEER and not an agent or employee of the OWNER with respect to its acts or omissions hereunder. The parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the parties.

**Section 2.** **INDEMNITY.** The ENGINEER agrees to indemnify and hold harmless the OWNER, its officers, agents, representatives, and employees from liability, suits, claims, and causes of action on account of any damages, including court costs and all reasonable attorney fees, incurred by any person(s) or property proximately caused by the intentional or negligent acts or omissions of the ENGINEER or its officer, agents, or employees that results from the execution, operation, or performance of the activities and duties under the Agreement or damage to the OWNER, its officers, agents, representatives and employees, incurred from the reliance upon documentation supplied by ENGINEER for services

requested under this Agreement.

**Section 3.** INSURANCE. The ENGINEER shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the ENGINEER, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit B. All Certificates of Insurance and endorsements shall be furnished to the OWNER'S Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the OWNER before work commences.

## **ARTICLE IX MISCELLANEOUS**

**Section 1.** LICENSE. The ENGINEER shall comply with all applicable statutes pertaining to engineering.

The ENGINEER warrants that he possesses License No. 36899 issued to him by the State of Texas on the 5th day of August, 1974.

**Section 2.** TERM. This Agreement shall become effective as of the date of execution of this Agreement, and shall remain in effect for a period of three years therefrom. Thereafter, this Agreement may be renewed on an annual basis not to exceed two such renewals upon the written approval of both parties. This Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate. Upon such termination, the OWNER shall pay the ENGINEER for such services as may have been performed prior to such termination.

**Section 3.** RETURN OF DATA. The ENGINEER shall immediately upon expiration or termination of the Agreement return to the OWNER all of the engineering studies, maps, right-of-way acquisition materials and other data furnished to the ENGINEER by the OWNER pursuant to this Agreement.

**Section 4.** QUALIFIED PERSONNEL. The obligation and duties to be performed by the ENGINEER under this Agreement shall be performed by persons qualified to perform such duties efficiently. The ENGINEER, if the OWNER shall so direct, shall replace any ENGINEER or other person employed by the ENGINEER in connection with the work. The ENGINEER shall file with the OWNER, statements, signed by the ENGINEER, of the qualifications, including specific experience, of each ENGINEER and inspector assigned to the System.

**Section 5.** COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

**Section 6.** ASSIGNMENT. The obligations of the ENGINEER under this Agreement shall not

be assigned without the approval in writing of the OWNER.

**Section 7. WARRANTY.** ENGINEER warrants the design preparation of drawings, his designation of materials and equipment, and the performance of other services pursuant to this Contract.

**Section 8. CHANGE ORDERS.** Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the total annual or aggregate amounts set forth in ARTICLE VII, Section 1, paragraph c, of this Contract. **Any request by the ENGINEER for an increase in said amounts shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

**Section 9. REQUIRED DISCLOSURE AND CONFIDENTIALITY** – All materials and information provided by the OWNER or acquired by the ENGINEER on behalf of a CITY shall be regarded as confidential information in accordance with Federal and State laws, National Electric Regulatory Council and ethical standards. The ENGINEER must ensure the confidentiality of such materials and/or information.

**Section 10. SECURITY CLEARANCES**

- a. The ENGINEER must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth, and social security number. When new personnel are assigned, this information must be clearly identified as an update to the initial list and given to the OWNER representative immediately. All workers are subject to security clearances as may be required by the City. All workers that require access to critical infrastructure or information as defined by College Station Electric Utilities must have a current seven year background check. It is the responsibility of the consultant to produce this documentation upon request. All workers must submit to a State computerized criminal history check conducted by the OWNER. Background checks will be completed and employees cleared for work before any work commences. Additional background checks may be made at anytime thereafter during the term of the contract.
- b. No employee of the ENGINEER who has a felony criminal history, is under indictment for a felony offense, or has felony criminal charges pending shall work on City projects.
- c. The OWNER reserves the right to exclude ENGINEER personnel from working on project sites should a security concern arise or to terminate the contract with the ENGINEER at any time due to breaches in security caused by the ENGINEER personnel.
- d. Under no circumstances will the ENGINEER or his / her personnel represent themselves as employees of the OWNER.
- e. Workers shall wear company furnished ID badges at all times while on the premises.

McCord Engineering Inc. Error! Bookmark not defined.

**CITY OF COLLEGE STATION**

By: Jimmy D. McCord  
Printed Name: Jimmy D. McCord  
Title: President  
Date: 2/11/08

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Carla A Robinson  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Brazos )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13 day of February, 2008, by Jimmy D. McCord in his/her capacity as Owner/Pres. of McCord Engineering, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.



D K  
Notary Public in and for  
the State of Texas

STATE OF TEXAS )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by RON SILVIA, in the capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas



**McCord Engineering, Inc.**  
916 Southwest Parkway East, P.O. Box 10047  
College Station, Texas 77842  
(979) 764-8356 Fax (979) 764-9644

**CONFIDENTIAL**

It is the policy of our company not to disclose employee rate information to our employees. If you should have any questions regarding this fee schedule, please address them to Mr. Jimmy McCord or Mrs. Debby Sikes ONLY.

TO: City of College Station

January 1, 2008

**"EXHIBIT A"**  
**COST-PLUS FEE SCHEDULE**

**Electrical Engineering Consulting Services**

- \*1. Salaries and Wages of Engineers, Engineering Aides, Technicians, Typists, etc. at cost plus a maximum of 160% (Current rate is 140%).
2. Mileage @ a maximum of \$0.60 per mile (Current rate is \$0.45 per mile).
3. Out of pocket expenses (Meals, Motel, Phone, Printing, Computer Usage, etc.) - at cost.

\*The rates for personnel in this category are subject to changes as required for the firm to maintain qualified personnel. The present hourly rates are quoted below and no major changes are currently anticipated.

Registered Professional Senior Engineers/Division Managers.....	\$45.00-\$125.00
Registered Professional Staff Engineers/Division Managers .....	\$25.00-\$50.00
Senior Engineering Assistants/Division Managers.....	\$20.00-\$50.00
Computer Programmers .....	\$15.00-\$35.00
Field Services Representatives.....	\$15.00-\$35.00
Special Services Superintendent .....	\$20.00-\$45.00
Administrative/Assistants/Division Manager.....	\$15.00-\$60.00
Clerical.....	\$10.00-\$20.00
CAD Technician/Designer/Draftsmen .....	\$15.00-\$30.00
Technicians/Engr. Assts. /Field Crew Personnel .....	\$ 8.00-\$30.00

Our services are billed on a monthly basis with payment due net 30 days.

## EXHIBIT B

### Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "C", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.

- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverage's according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insured's" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

**5. Commercial (General) Liability requirements:**

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

**6. Business Automobile Liability requirements:**

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance requirements:**

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.*
- (b) The worker's compensation insurance shall include the following terms:
  - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*A. Definitions:*

*Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.*

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or

*personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.*

**8. Professional Liability requirements:**

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

## **EXHIBIT C**

### **Insurance Certification**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID FE MCCOR-1	DATE (MM/DD/YYYY) 12/28/07
<b>PRODUCER</b>  Anco Insurance B/CS P O. Box 3889 San TX 77805 Phone: 979-776-2626 Fax: 979-776-1308		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  McCord Engineering Inc. P.O. Box 10047 College Station TX 77842		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: The Travelers/Direct Bill INSURER B: CNA Insurance INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

### COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP-8138L473	01/02/08	01/02/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & AOV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A		AUTOMOBILE LIABILITY	BA8139L678	01/02/08	01/02/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	CUP 8409Y722	01/02/08	01/02/09	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8264033	05/01/07	05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Professional Liab	AEH0043129-09	06/25/07	06/25/08		\$1,000,000
A		Electronic Equip.	PACP-8138L473	01/02/08	01/02/09		\$235,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waiver of subrogation is shown in favor of the certificate holder on the workers compensation policy.  
 Professional Liability - \$1,000,000 per occurrence \$2,000,000 Aggregate  
 Blanket Additional Insured and Waiver of Subrogation is provided on the general liability and auto liability if required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

CITY034  City of College Station Purchasing Dept. P. O. Box 9960 College Station TX 77842-9960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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From: Dana Hoses At: Anco Insurance FaxID: Blakeley

Date: 1/22/2008 11:48 AM Page 2 of 4

Scanned

2-14-08

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR DR MCCOR-1	DATE (MM/DD/YY) 01/22/08
<b>PRODUCER</b> Anco Insurance B/CS P. O. Box 3889 Bryan TX 77805 Phone: 979-776-2626 Fax: 979-776-1308		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> McCord Engineering Inc. P. O. Box 10047 College Station TX 77842		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: The Travelers/Direct Bill INSURER B: CNA Insurance INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> A-4 A-X

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP-8138L473	01/02/08	01/02/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPLEX AGG \$2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8139L678	01/02/08	01/02/09	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	COP 9409X722	01/02/08	01/02/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe in notes SPECIAL PROVISIONS below	WC8264033	05/01/07	05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
<b>OTHER</b> <b>B Professional Liab</b> <b>A Electronic Equip.</b>	ARH0043128-09 PACP-8138L473	06/25/07 01/02/08	06/25/08 01/02/09	\$1,000,000 \$235,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS


Waiver of subrogation is shown in favor of the certificate holder on the workers compensation policy.

Professional Liability - \$1,000,000 per occurrence \$2,000,000 Aggregate

Blanket Additional Insured and Waiver of Subrogation is provided on the general liability and auto liability if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

CITY054 City of College Station Purchasing Dept. P. O. Box 9960 College Station TX 77842-9960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: PACP8138L473

ISSUE DATE: 01-22-08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US - TEXAS**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART - CONTRACTORS  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME COVERAGE PART  
DELUXE PROPERTY COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

**SCHEDULE****CANCELLATION:**

Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: 30

10 Days Notice for Non-Payment of premium

City of College Station, PO BOX 9960, College Station, TX 77842-9960

**PROVISIONS:**

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

**13 March 2008  
Regular Agenda Item 1  
Annexation Ordinance**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance annexing property within the City of College Station's extraterritorial jurisdiction under the exempt status.

**Recommendation:** Staff recommends approval of the ordinance as presented.

**Summary:** This ordinance provides for the annexation of area four (further described in the attachments) based on direction received from Council at the 28 February regular meeting. Annexation area four, as revised, is approximately 346 acres.

Council approved an ordinance directing staff to prepare an annexation service plan and received information regarding the annexation Fiscal Impact Analysis at the regular meeting on 10 January 2008. Three annexation public hearings were held before the City Council, one on 24 January 2008, one on 29 January 2008 and another on 28 February 2008.

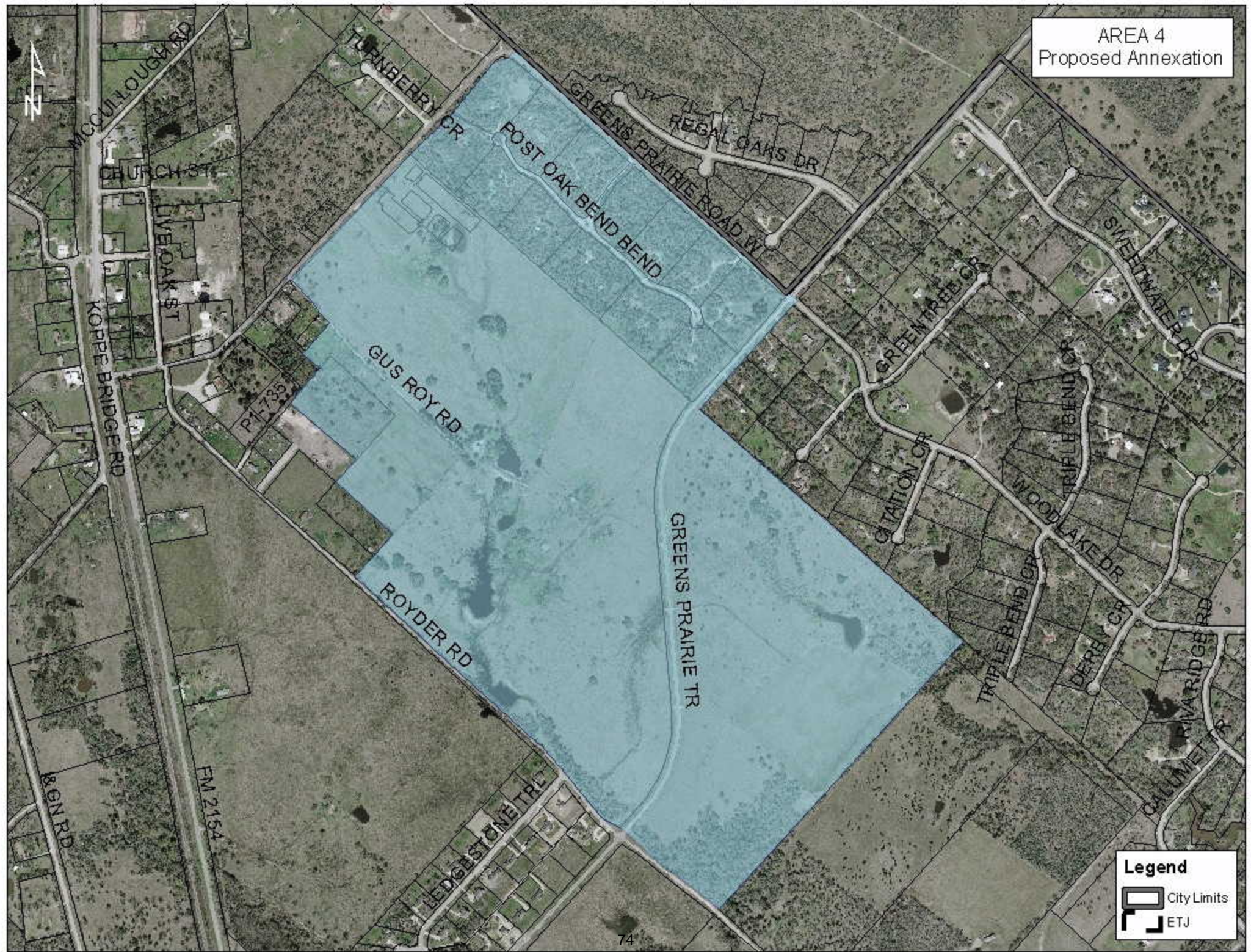
The annexation service plan is attached to the ordinance and effectively acts as a contract between the City and the residents of the annexed area.

**Budget & Financial Summary:**

**Attachments:**

1. Annexation Area Map
2. Annexation Service Plan
3. Ordinance (final version with exhibits will be provided at the Council meeting)

AREA 4  
Proposed Annexation



**Legend**

 City Limits

 ETJ

**CITY OF COLLEGE STATION SERVICE PLAN  
FOR AREAS TO BE ANNEXED  
FEBRUARY 28, 2008**

**I. ANNEXATION AREAS**

The annexation areas are located in various parts of the City of College Station's Extraterritorial Jurisdiction. These properties are illustrated in Figure 1 and described below.

- Area 1** - located generally at the intersection of Raymond Stotzer Parkway and Turkey Creek Road and containing approximately 102 acres.
- Area 2** - located generally on the north side of Rock Prairie Road at its intersection of Harris Drive and Bradley Road, consisting largely of Carter Lake Subdivision and containing approximately 209 acres.
- Area 3a** - located generally along Rock Prairie Road West and containing approximately 35 acres.
- Area 3b** - located generally at the intersection of Rock Prairie Road West and Jones Butler Road and consisting of approximately 780 acres.
- Area 4** - located generally on the south side of Greens Prairie Road West and bisected by Greens Prairie Trail and containing approximately 346 acres.
- Area 5** - removed by City Council at the 28 February 2008 meeting.
- Area 6** - located generally on the west side of FM 2154 (AKA Wellborn Road) at the intersection of Capstone Drive and containing approximately 55 acres.

**II. INTRODUCTION**

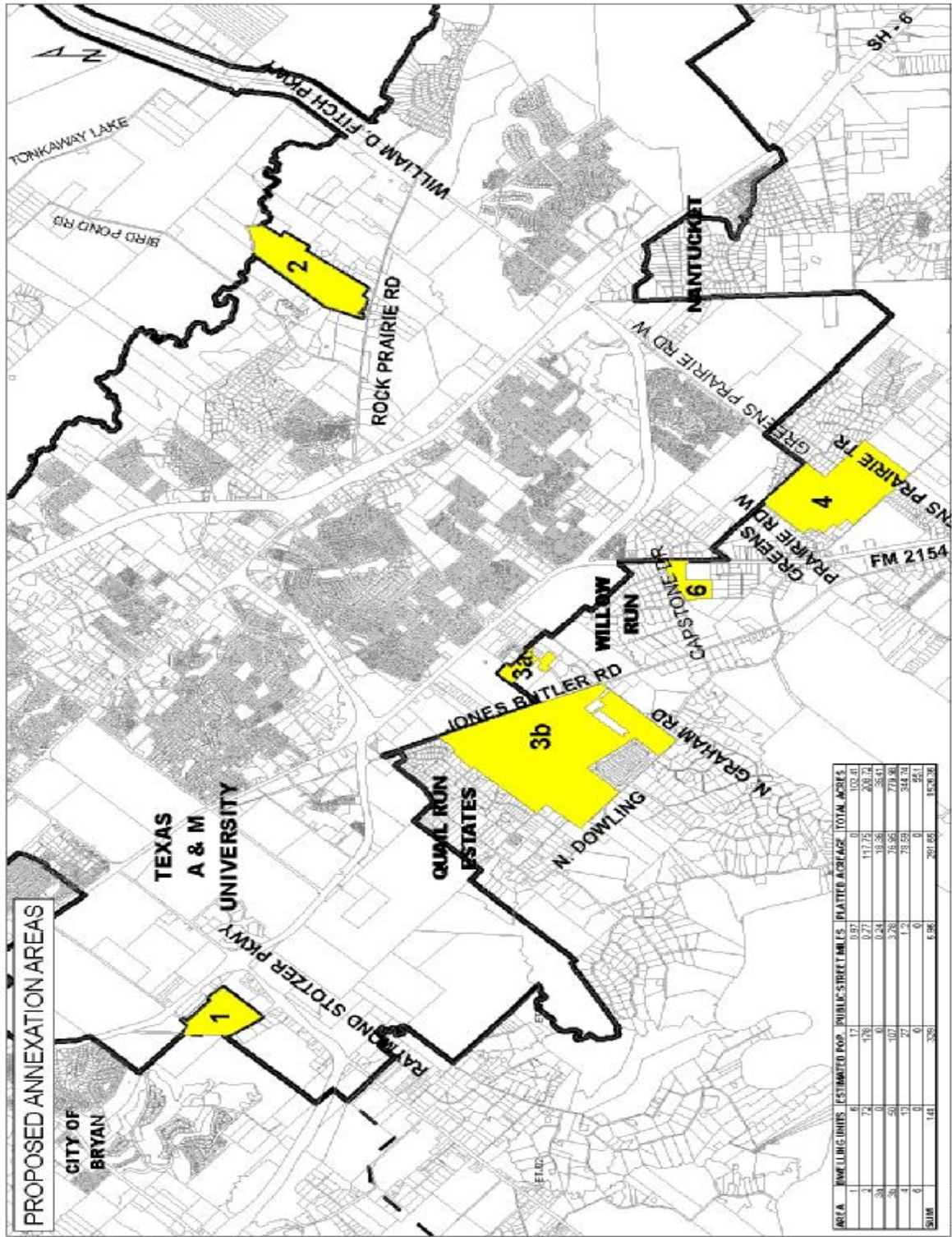
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 1999, AND VERNON SUPP. 2007, as amended from time to time). Municipal facilities and services to the annexed areas described above will be provided or made available on behalf of the City in accordance with the following plan. This plan provides a program under which the City of College Station will provide full municipal services to the annexed areas. All services will be provided within the time provided in TEXAS LOCAL GOVERNMENT CODE, Section 43.056(B).

This Service Plan does not:

- require the creation of another political subdivision;
- require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395, Texas Local Government Code; or
- provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

The level of services, infrastructure, and infrastructure maintenance provided to the annexed areas is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those contemplated or projected in the annexed area.

FIGURE 1



### **III. SERVICE COMPONENTS**

This plan contains three service components: (1) Immediate Services, (2) Additional Services, and (3) Capital Improvement Program.

#### **Immediate Services**

As required by TEXAS LOCAL GOVERNMENT CODE, SECTION 43.056(B), certain municipal services will be provided by the City of College Station immediately upon the effective date of annexation. These services include:

- police protection;
- fire protection;
- emergency medical services;
- solid waste collection, except as provided by Subsection 43.056(o);
- operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- operation and maintenance of roads, and streets, including road and street lighting;\*
- operation and maintenance of public parks, playgrounds, and swimming pools; and
- operation and maintenance of any other publicly owned facility, building, or service.

**\*Note:** Street lighting will be maintained for fixtures located within the service territory of College Station Utilities.

#### **A. Police Protection**

The College Station Police Department will provide police service, including routine patrol, traffic enforcement, and dispatch response to emergency and non-emergency service calls.

#### **B. Fire Protection**

The College Station Fire Department will be provide fire protection, including response to emergency calls for assistance, fire prevention education, pre-fire planning, and target hazard inspections. In general, the Fire Department's goal is to provide a fire response time of five minutes or less.

Construction and development activities undertaken after the effective date of annexation shall comply with all building, life safety and fire safety codes of the City of College Station. All structures shall comply with the address standards of the College Station Code of Ordinances within ninety (90) days of the effective annexation date.

#### **C. Emergency Medical Services**

The College Station Fire Department will provide emergency medical services (EMS). Each Fire Department ambulance, engine, and ladder truck is capable of providing EMS, including defibrillation, medical administration, IV therapy, advanced airway management, and initial treatment of injuries. In general, the Fire Department's goal is to provide an EMS response time of five minutes or less.

#### **D. Solid Waste Collection**

The College Station Public Works Department will provide fee-based solid waste collection service for residential and commercial customers. Customers in the annexed area may elect to continue using a private solid waste management service provider for a period of two years after the effective date of annexation in accordance with provisions of the TEXAS LOCAL GOVERNMENT

CODE. The City will not charge a fee to a person who continues to use the services of a privately owned solid waste management service provider.

Residential Service – Residential solid waste collection (including brush and bulk items) is provided once per week. All residential service will be provided at a point of collection adjacent to, and accessible from, a public right-of-way or an improved surface acceptable to the City. Residential solid waste collection vehicles will not conduct operations on private property. However, residential service may be provided on private streets that comply with the Sanitation Division's requirements for surface material, vehicle clearance and turning radii. In the case of multiple residences located on a privately owned road or drive, the City may require the establishment of a mass collection point at an area adjacent to the nearest public right-of-way. The City will provide residential solid waste containers.

Commercial Service - Containers and collection points may be located on private property, provided that it can be easily accessed from a public right of way, and both the route of access and the collection point meet the Sanitation Division's requirements for approved surfaces, vehicle clearance and turning radii. The City will provide standard commercial containers.

In order to secure solid waste collection services in the annexed areas, each property owner must establish a utility account with the City of College Station. The City will not be responsible for damage to private drives, streets, or parking areas by service trucks servicing containers.

#### **E. Water and Wastewater Facilities**

The City of College Station will provide water and wastewater service to areas that are not located within the certificated service territory of another utility through existing facilities located within or adjacent to the area. The level of water and wastewater service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be provided by any of the methods in which the City provides services to other comparable areas.

#### **F. Roads and Streets**

The Public Works Department will maintain public roads and streets at a level comparable to the maintenance prior to annexation. These services include emergency pavement repair and preventative street maintenance. Right-of-way mowing activities along State highways are addressed in the City's maintenance agreement with Texas Department of Transportation and will be added to the City's maintenance activities immediately following annexation. Maintenance priorities are determined on a City-wide basis taking into consideration factors such as age, traffic volume, surface conditions, nature of the maintenance, public safety hazards, and available funding.

Existing street and traffic control signs shall conform to the City of College Station's standards within ninety (90) days of the annexation. The City will install public street signs in accordance with College Station's standards for same within ninety (90) days of the effective date of annexation.

#### **G. Parks and Recreation Facilities**

The City of College Station is not aware of the existence of any public parks, playgrounds or swimming pools in the areas proposed for annexation. In the event any such public facilities exist, they will be maintained to the same degree and extent that the City maintains public parks, playgrounds and swimming pools within the current City limits.

**H. Other Publicly Owned Buildings and Facilities**

The City of College Station is not aware of the existence of any publicly owned buildings in the areas proposed for annexation. In the event any such public facilities exist, they will be maintained to the same degree and extent that the City maintains such facilities within the current City limits.

## **Additional Services**

### **A. Building Permitting and Inspections**

Upon the effective date of annexation, the City will provide building permits and inspection services. This service will be made available to the annexed areas on the same basis and at the same level of service as similar facilities throughout the City. Service is provided on a “cost recovery” basis, and permit fees partially offset the costs of services delivered. Construction activities underway prior to annexation may continue provided that all construction after annexation must comply with City codes and ordinances.

All permits required by City codes and ordinances must be obtained for construction underway at the time of annexation. Permit fees will be waived for building construction underway prior to annexation.

### **B. Planning and Development Services**

Planning and development services will be made available on the effective date of the annexation. Planning & Development Services currently services this property by way of administration of the Subdivision Regulations, Chapter 9 of the College Station Code of Ordinances.

Upon annexation, planning and development services will be provided by way of the Unified Development Ordinance and other applicable codes and standards. The College Station City Council adopted the current Comprehensive Plan in August of 1997. The Comprehensive Plan contains a Land Use Plan that designates future land uses to manage the quality and quantity of growth by matching land use intensity with planned infrastructure. Upon annexation, all properties will be zoned A-O (Agricultural Open). The City's Comprehensive Plan will be used as the basis for evaluating rezoning requests after properties are annexed.

### **C. Animal Control**

The Police Department will provide animal control service upon the effective date of annexation. Animal control services include response and investigation of reported animal bites, response to reports of stray or “at large” animals, and response and investigation of animal cruelty and neglect reports.

### **D. Community Enhancement**

The Fire Department will provide Community Enhancement services upon the effective date of annexation. Community Enhancement services include response and investigation of sanitation issues, illegal signs, abandoned or inoperable motor vehicles, and zoning violations.

### **E. Recycling Collection**

For residential customers electing solid waste collection from the City of College Station, curbside recycling collection is also provided once per week. Items accepted in the curbside recycling program include:

- Newspapers and magazines
- Aluminum and steel food cans
- Clear and brown glass
- Plastic bottles
- Lead acid car batteries



#### **IV. WATER AND WASTEWATER SERVICE PROVISION**

This Water and Wastewater Service Plan (“Plan”) provides a program under which the City of College Station will provide full municipal services to the annexed area. For the purpose of this plan, “full municipal services” includes water and sewer services provided by the City within its full-purpose boundaries. The level of water and sewer service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be any of the methods by which the City provides services to other comparable areas. All services will be provided within the time provided in TEXAS LOCAL GOVERNMENT CODE SEC. 43.056(B). The City may extend facilities under this plan or otherwise serve this area through the use of *Impact Fees* as permitted under CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

Water and Wastewater facilities for future development that increases densities beyond the capital improvements specified in this plan will be extended in accordance with the City’s Water and Wastewater policy in existence at the time of development. The water and wastewater extension policy is discussed in Section V, Water and Wastewater Capital Improvements. In general, the policy for extension of utility service is “development driven” in that utility line extensions are typically installed by developers, in conjunction with major development projects. The City may accept ownership and maintenance of major facilities, such as gravity sewer lines, manholes, lift stations and/or wastewater package plants, as required by the particular development. The City may elect to pay for upgrades or oversize of infrastructure projects being installed by developers. As an area develops, developers or homeowners extend water distribution and wastewater collection lines to individual lots.

Until an area becomes densely populated, the cost of utility extension is not feasible to be borne by a few lot owners. Also, in the case of wastewater treatment, developments with large lots will normally be constructed with on-site sewage facilities that are privately owned and operated.

##### **AREA 1**

###### ***Water***

The City of College Station currently holds the Water Certificate of Convenience and Necessity (CCN) for the majority of Annexation Area 1. Generally, the area south of F&B Road and east of Turkey Creek Road is within the City’s CCN. This area is served by a small diameter water line located along the south side of a portion of F&B Road. This line turns south and also serves properties along a portion of Turkey Creek Road (see Exhibit “A”). The City of College Station currently maintains the waterline, water meters and billing process.

The City is also constructing an 8” diameter water line along the north side of Raymond Stotzer Parkway to serve the new City Cemetery. This line will be available for extension to serve future development per the City’s water extension policy.

Brushy Water Supply Corporation holds the CCN service territory for a small portion of Area 1. Therefore, this area will continue to receive its water supply from Brushy Water Supply Corporation.

###### ***Wastewater***

Properties within Annexation Area 1 are currently served by private on-site sewer facilities (OSSF). As in other areas of College Station with similar topography, land use, and population density, this area will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

## **AREA 2**

### ***Water***

Annexation Area 2 is in the water CCN service territory of Wellborn Special Utility District (WSUD). The City of College does not have the right to provide water service in annexation Area 2, therefore, no water infrastructure will be provided by the City in the area after annexation.

### ***Wastewater***

Properties within Annexation Area 2 are currently served by private on-site sewer facilities with the exception of 18 homes in the Carter Lake Subdivision that are served by an aerated lagoon operated by the Carter Lake Water Supply Corporation (see Exhibit “B”). The City of College Station will assume ownership, operation, and maintenance of the Carter Lake wastewater treatment facility (aerated lagoons) once the following is provided:

- 1) A survey of the existing wastewater collection lines;
- 2) Standard City easements for the existing wastewater collection lines;
- 3) The deed to the wastewater treatment lagoon property (or other acceptable means to operate the facility);
- 4) Written agreements from the property owners served by the Carter Lake Water Supply Corporation acknowledging that their private septic tanks will be cleaned every two years, and;
- 5) Transfer of CCN and discharge permit from the Carter Lake Water Supply Corporation to the City of College Station.

Once the City takes ownership, maintenance and operation of the wastewater treatment system, the individuals connected to the system will pay a flat monthly sewer service fee per the City’s adopted fee schedule.

As in other similarly developed areas of College Station, the remaining properties in Area 2 will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

## **AREA 3a**

### ***Water***

Water service in Annexation Area 3a is currently within the water service territory of WSUD. The City of College Station does not have the right to serve areas outside of our CCN, therefore, no water infrastructure will be provided to Area 3a after annexation.

### ***Wastewater***

Wastewater service in Area 3a is currently provided by private on-site sewer facilities. The City recently extended the Steeplechase sewer line across Rock Prairie Road West, near I&GN Road. Exhibit “C” illustrates this sewer service line. Future development in area 3a may access this sewer line through a combination of gravity lines and/or force mains.

As in other areas of College Station with similar topography, land use, and population density, the area currently served by private sewer treatment systems will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

## **AREA 3b**

### ***Water***

Water service in Annexation Area 3b is currently within the water service territory of WSUD. The City of College Station does not have the right to serve areas outside of our CCN, therefore, no water infrastructure will be provided to Area 3b after annexation.

### ***Wastewater***

Wastewater service in Area 3b is currently provided by the private on-site sewer facilities and the City of College Station. The City serves Area 3b via a 12" sewer trunk line recently installed north of Cain Road and extending through Las Palomas Subdivision. Exhibit "D" illustrates this sewer service line. The City Council recently granted an exception to the sewer extension policy to Great Oaks Subdivision and Oakland Ridge Subdivision, both located within Annexation Area 3b. This exception allows future phases of those developments to connect to the City's sewer system.

As in other areas of College Station with similar topography, land use, and population density, the area currently served by private sewer treatment systems will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

## **AREA 4**

### ***Water***

Annexation Area 4 is located entirely within the water CCN service territory of WSUD. The City of College Station does not have the right to serve areas outside of our CCN. Therefore, no water infrastructure will be provided by the City after annexation.

### ***Wastewater***

Waster water service for Annexation Area 4 is currently provided by the City of College Station and private on-site sewer facilities. College Station principally serves Creek Meadows Subdivision, a new residential development, via a gravity line and force main that runs along Greens Prairie Trail and Greens Prairie Road West (see Exhibit "E"). The balance of Area 4 is currently served by private OSSFs. As in other areas of College Station with similar topography, land use, and population density, this will continue until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

**AREA 5 (Annexation area five was removed by the City Council at the 28 February 2008 meeting)**

## **AREA 6**

### ***Water***

Annexation Area 6 is located with the water CCN service territory of WSUD, therefore, no water infrastructure will be provided to this area after annexation.

### ***Wastewater***

Currently, there are no structures located within Annexation Area 6. However, a new development (Kyle View Estates) is proposed within annexation area 6 and the developer has agreed to annexation as a condition to receive City sewer service. The developer proposes to construct the necessary sewer line and lift station to connect Kyle View Estates to the City's sewer system (see Exhibit "F"). The City has entered into a Development Agreement with the developer, whereby the developer will build a larger lift station on the east side of Wellborn Road, to enhance

the City's sewage collection system and open a larger area for potential sewer service. As part of the Development Agreement, the City is paying the difference for the increased sewer system capacity.

## **V. CAPITAL IMPROVEMENTS**

Should the City make capital improvements to serve the annexed areas, the City reserves the right to levy an impact fee to the properties annexed according to Chapter 395 of the Texas Local Government Code and the City's Code of Ordinances. The City may, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Council through its development plans and policies.

### **A. Police Protection (including animal control)**

Police protection will be provided to the annexed areas through existing City facilities at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

### **B. Fire Protection (including EMS and Community Enhancement)**

Fire protection will be provided to the annexed areas through existing City facilities and mutual aid agreements at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

The City will evaluate and update, as needed, its Strategic Plan to address the response time, personnel, facility and equipment needs for these areas of the City as the annexed areas develop.

### **C. Solid Waste Collection**

Solid waste collection services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

### **D. Maintenance of Public Roads and Streets**

Right-of-way maintenance will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation. The improvement and enlargement of roads within existing rights-of-way will be included in future capital improvements programs as practical and where needed to facilitate the maneuvering of emergency and sanitation service vehicles.

### **E. Parks, Playgrounds and Swimming Pools**

Parks and recreation services will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation.

Additional park development in the annexed areas will be addressed through the development standards and procedures of the City as residential development occurs. Such park development includes, but is not limited to, dedication of park land and/or money in lieu of land in accordance with the City of College Station Subdivision Regulations.

### **F. Other Public Building and Facilities**

Other public facilities, buildings or services will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation.



## **WATER AND WASTEWATER CAPITAL IMPROVEMENTS**

The water and wastewater utility extension policy of the City of College Station is as follows:

The cost of off-site extension of water and wastewater facilities to serve a lot, tract, plat, or land development shall be borne by the owner or developer of the lot, tract, plat, or land by direct installation or through the use of *Impact Fees*. Where such extension is consistent with plans for the development of the City and its utility system the City may, by decision of the City Council, participate in the cost of construction so as to provide for additional capacity for the overall development of an area.

The cost of water and wastewater facilities necessary to serve existing lots or new development within a subdivision plat or land development shall be borne by the lot owner or developer of the plat or land by direct installation or through the use of *Impact Fees*. Standard tap fees or other installation fees in effect on a citywide basis are in addition to impact fees levied.

### **AREA 1**

#### ***Water***

The City of College Station will continue to serve the portion of Annexation Area 1 located within our CCN via the existing service line. No additional water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of Brushy Water Supply Corporation will continue to be served by Brushy Water Supply Corporation after annexation.

#### ***Wastewater***

Area 1 will continue to be served by private on-site sewer treatment systems until such time as development warrants the extension of an organized sanitary collection system.

### **AREA 2**

#### ***Water***

Area 2 is located within the water CCN service territory of WSUD. Therefore, these properties will continue to be served by WSUD after annexation.

#### ***Wastewater***

Area 2 will continue to be served by private on-site sewer treatment systems until such time as development warrants the extension of an organized sanitary collection system.

### **AREA 3a**

#### ***Water***

Area 3a is located within the water CCN service territory of WSUD. No water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of WSUD will continue to be served by WSUD after annexation.

#### ***Wastewater***

Properties within Area 3a are currently served by private on site sewer treatment systems and will continue to be served by private systems until such time as development and/or redevelopment warrants the extension of an organized sanitary collection system.

### **AREA 3b**

#### ***Water***

Area 3b is located within the water CCN service territory of WSUD. No water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of WSUD will continue to be served by WSUD after annexation.

#### ***Wastewater***

The City of College Station currently provides wastewater service to a portion of Area 3b. The properties within Area 3b currently served by private on site sewer treatment systems will continue to be served by private systems until such time as development and/or redevelopment warrants the extension of an organized sanitary collection system.

#### **AREA 4**

##### ***Water***

Area 4 is located with the water CCN service territory of WSUD. Therefore, no water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of WSUD will continue to be served by WSUD after annexation

##### ***Wastewater***

The City of College Station currently provides wastewater service to a portion of Area 4. The properties within Area 4 currently served by private on-site sewer treatment systems will continue to be served by private systems until such time as development and/or redevelopment warrants the extension of an organized sanitary collection system.

#### **AREA 5 (Annexation Area five was removed by the City Council at the 28 February 2008 meeting)**

#### **AREA 6**

##### ***Water***

Area 6 is located with the water CCN service territory of WSUD. Therefore, no water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of WSUD will continue to be served by WSUD after annexation

##### ***Wastewater***

Area 6 will remain without sewer service until such time as development warrants the extension of an organized sanitary collection system.

## **VI. LEVEL OF SERVICES TO BE PROVIDED**

It is the intent of the City of College Station to provide the level of services required by State law. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

## **VII. TERM**

This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of City Council.

## **VIII. AMENDMENTS**

The service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council

may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to the TEXAS LOCAL GOVERNMENT CODE, Section 43.056 (Vernon 1999 and Vernon Supp. 2007).

## APPENDIX

### Exhibit "A"

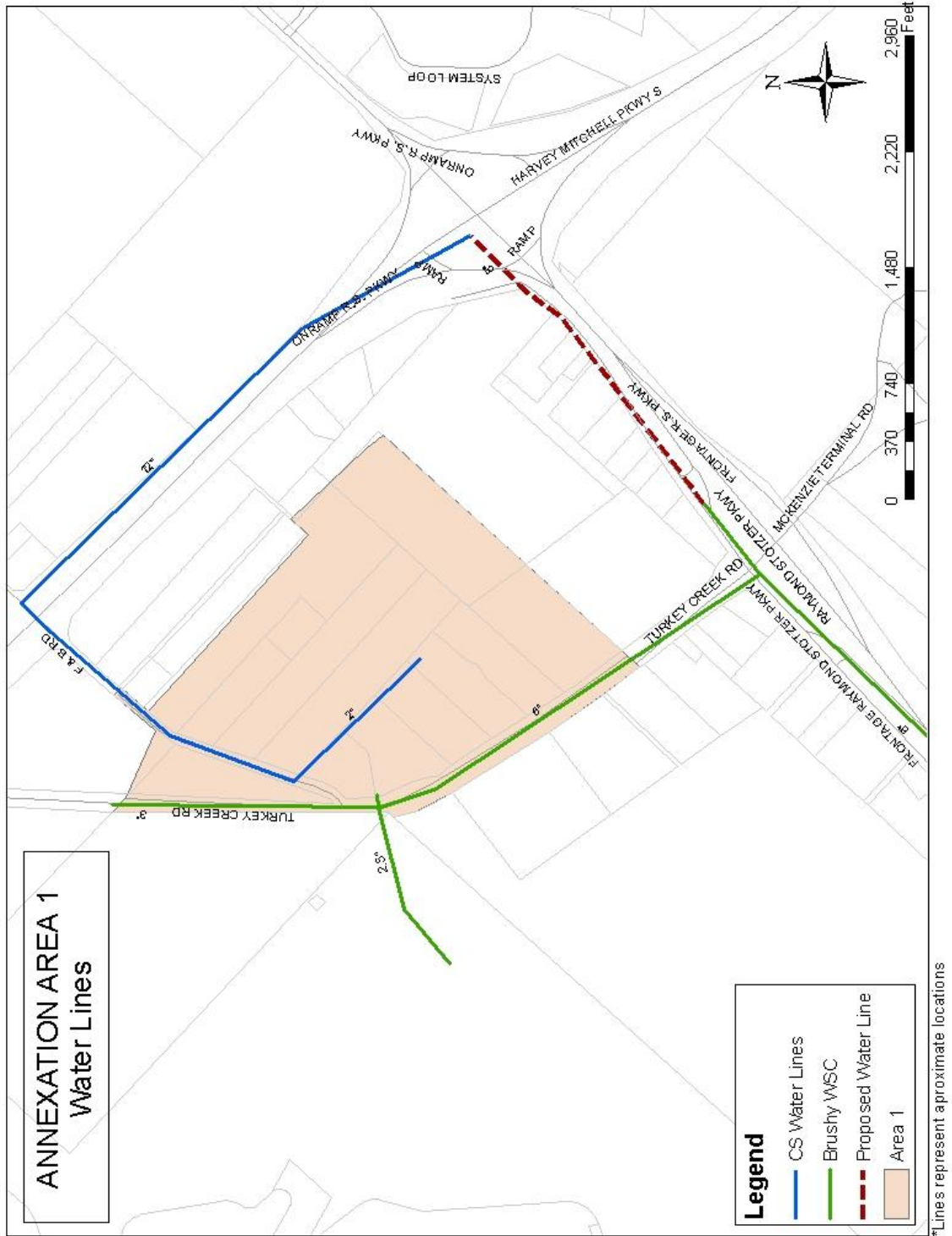


Exhibit "B"

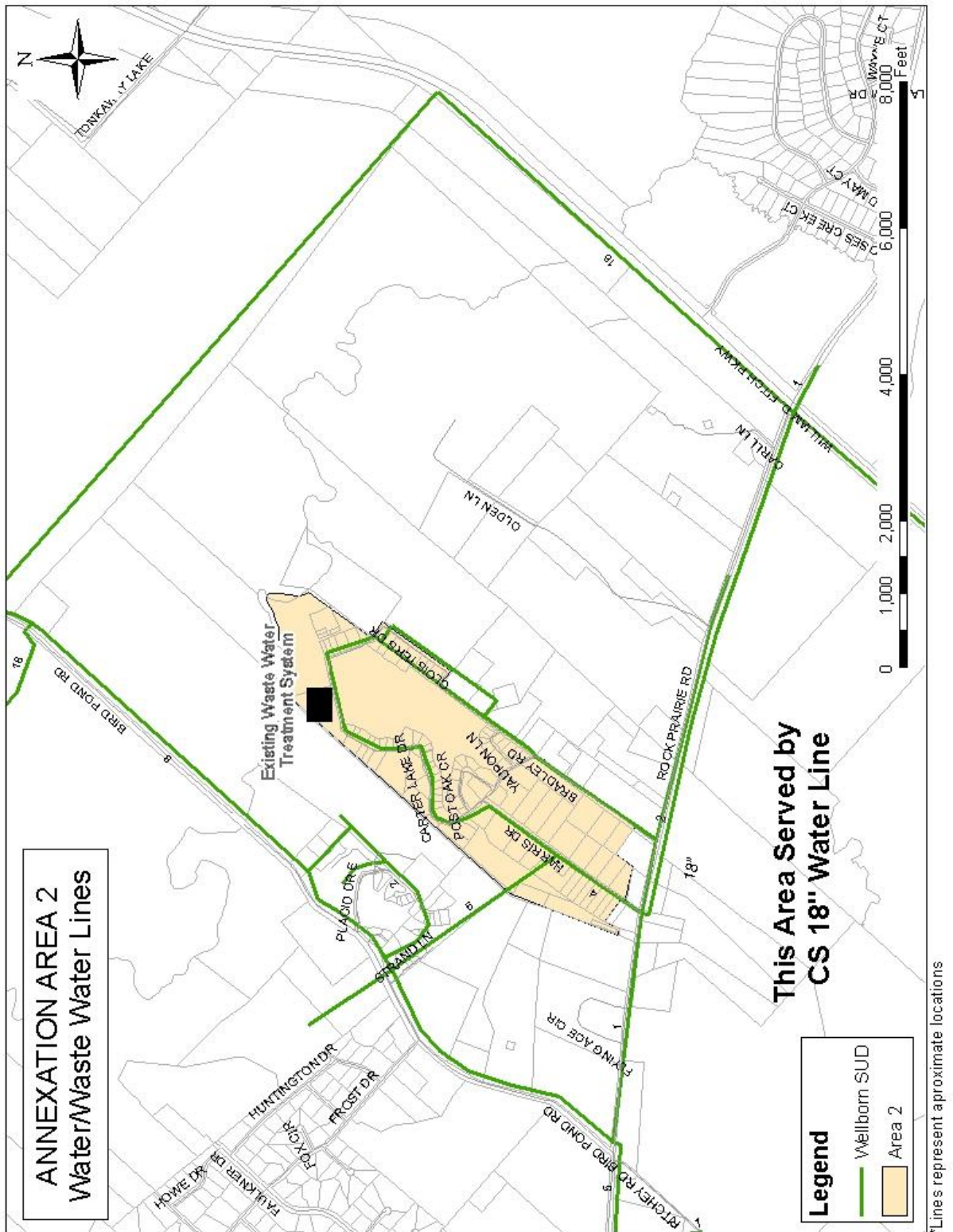


Exhibit "C"

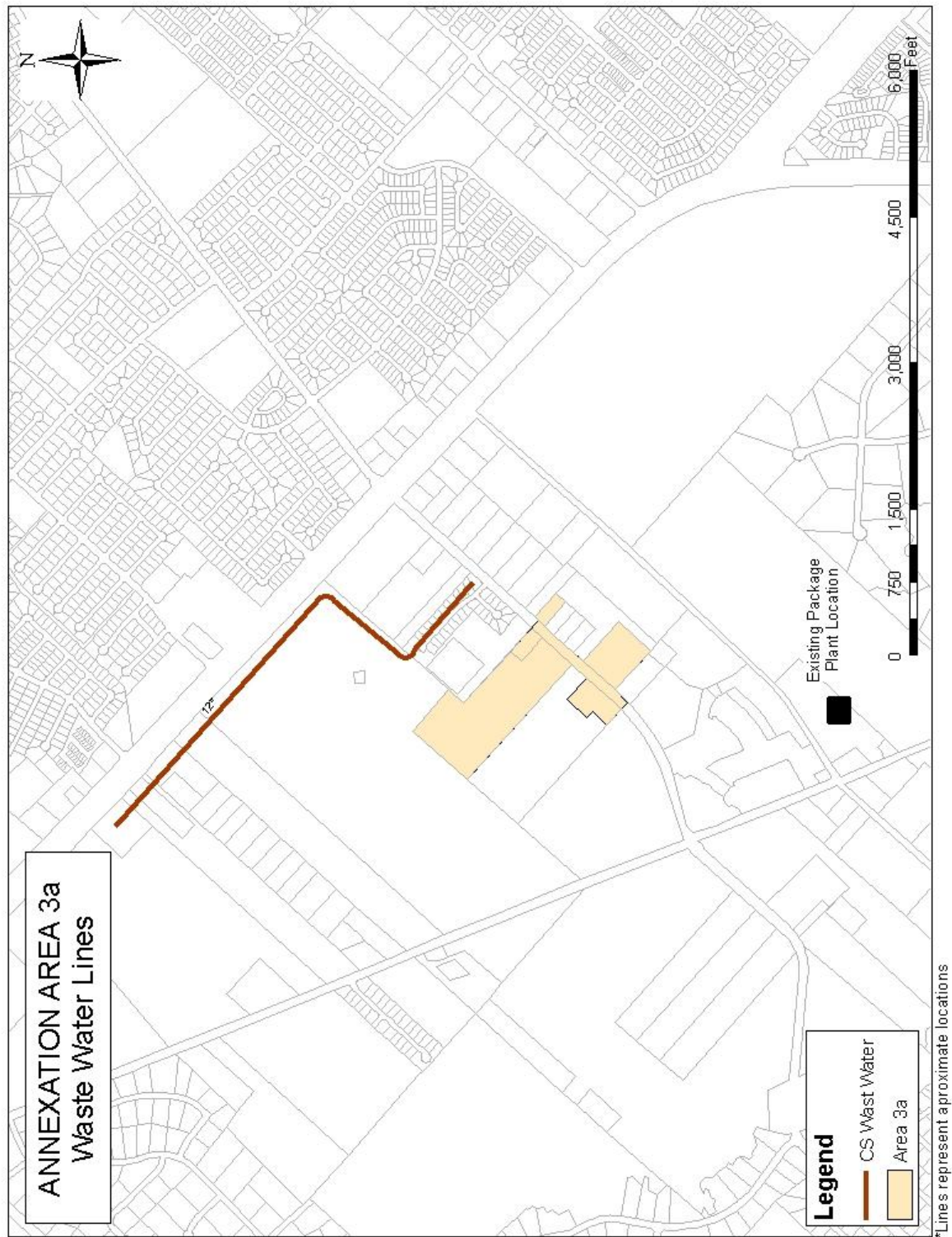


Exhibit "D"

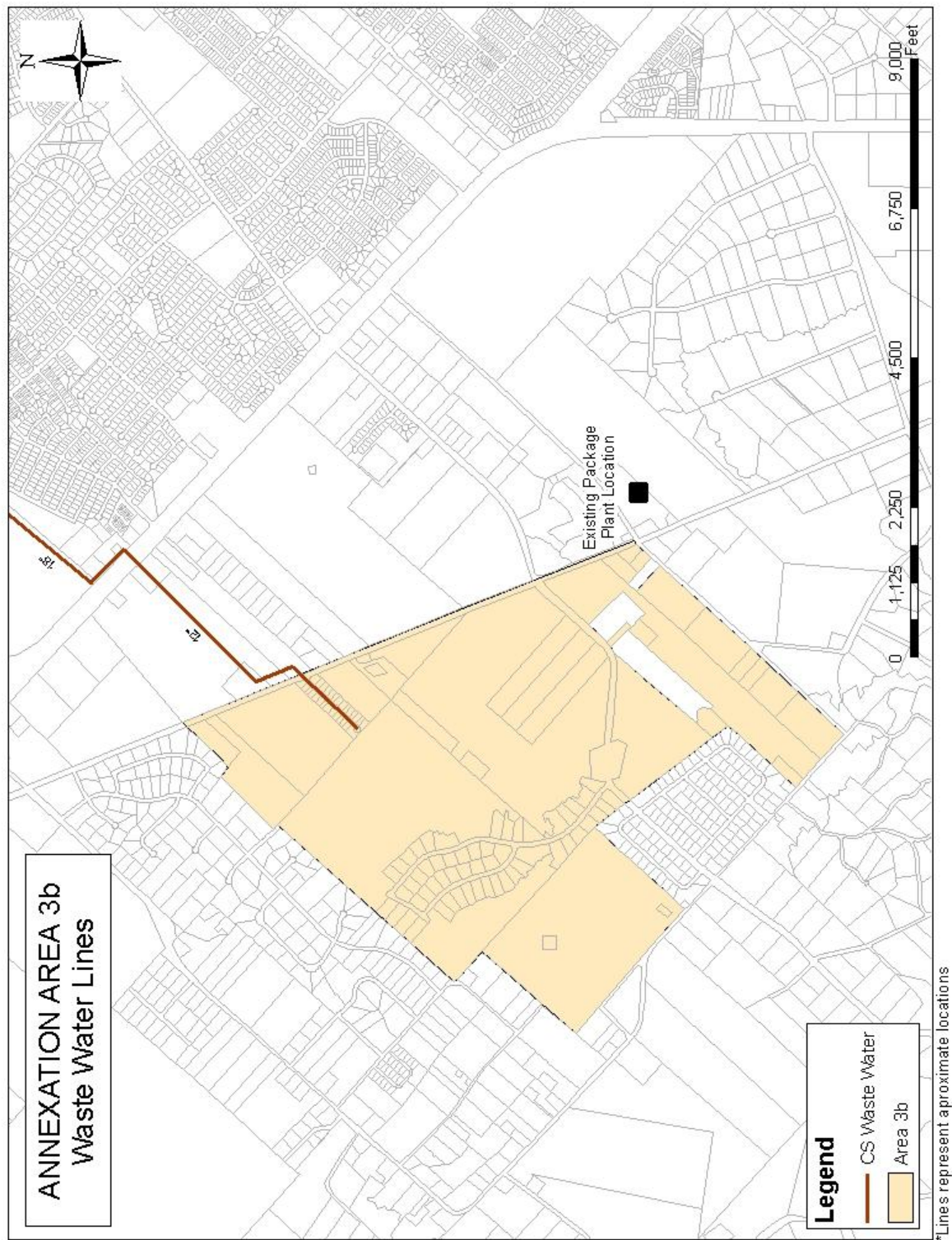


Exhibit "E"

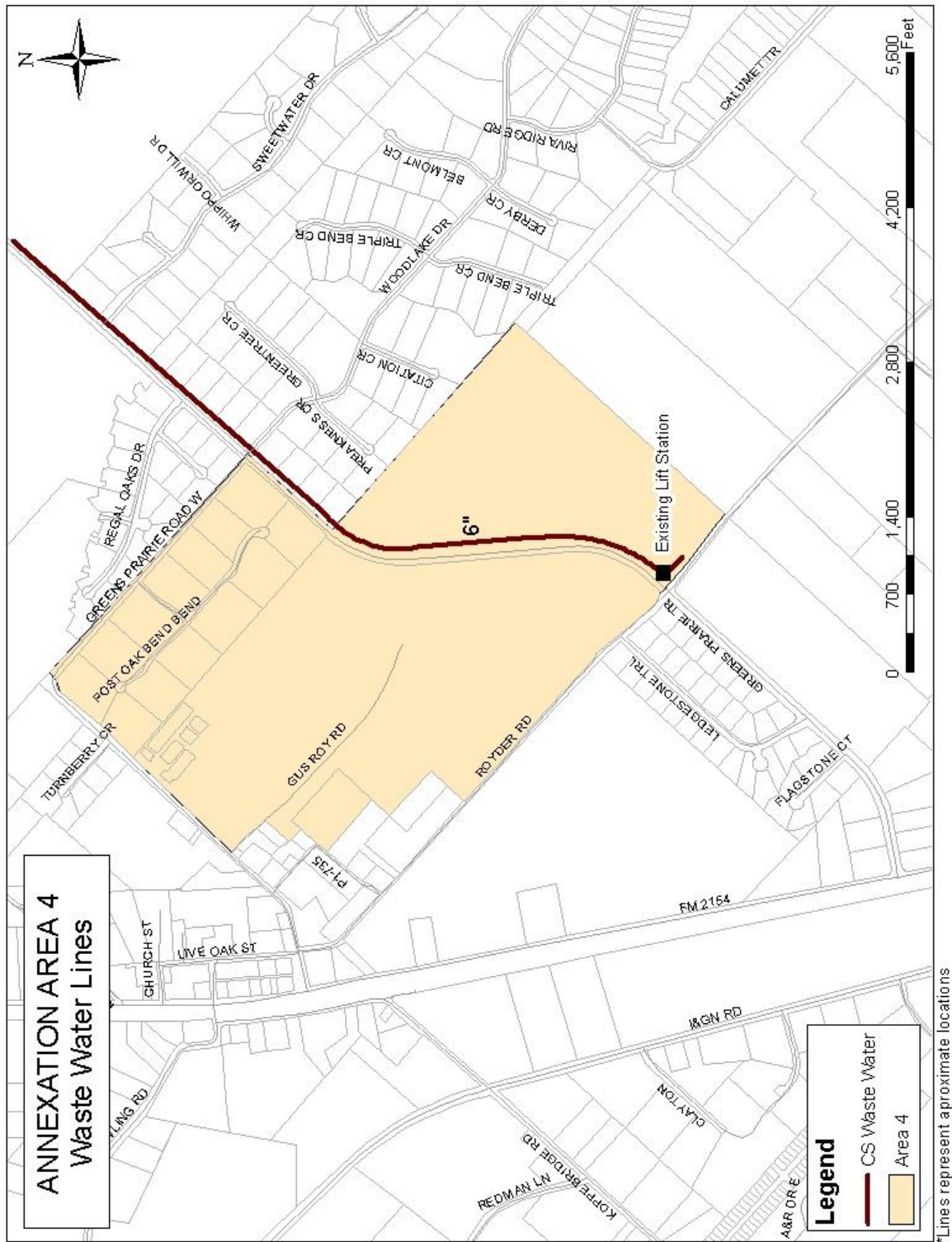
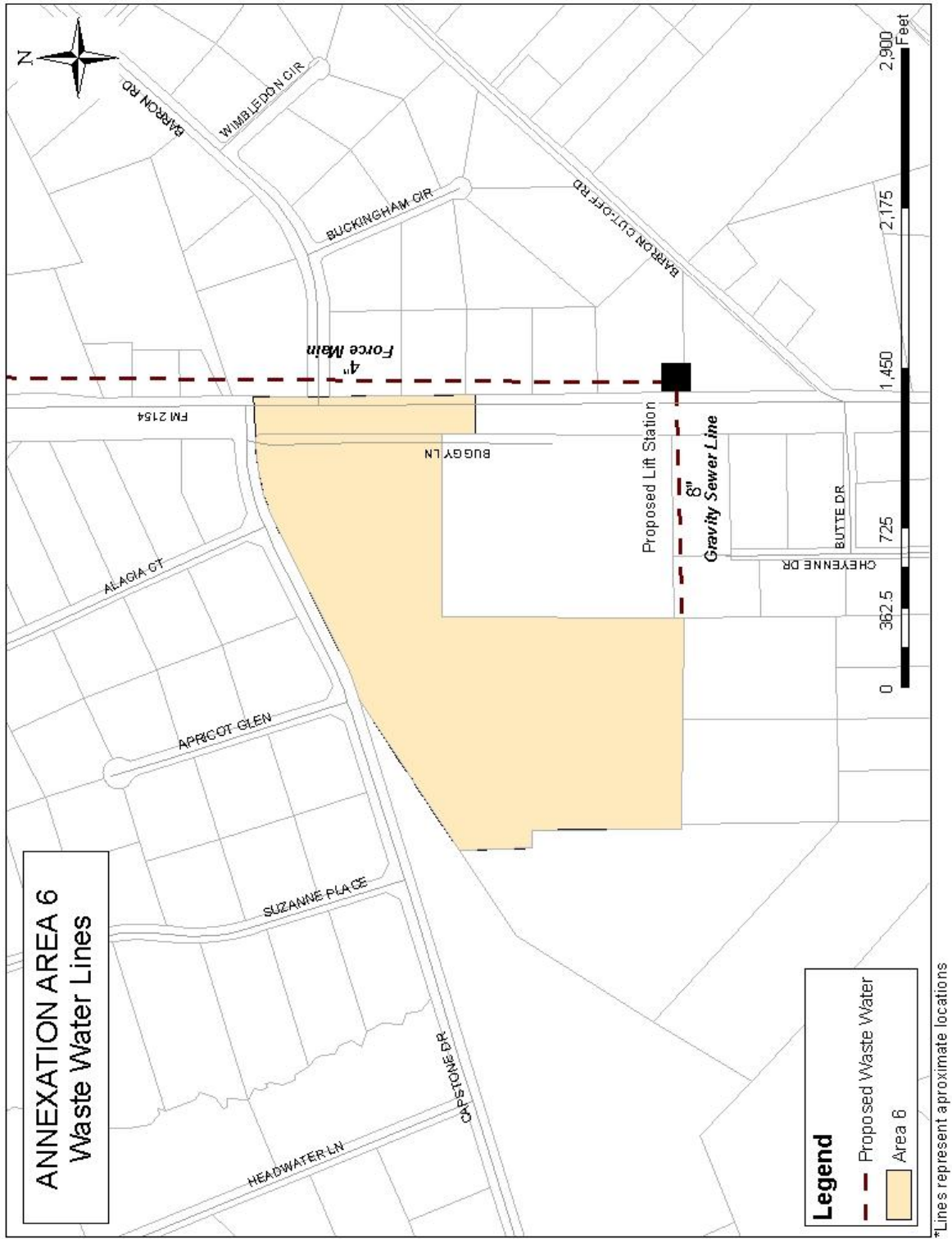


Exhibit "F"



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION, ANNEXING CERTAIN TERRITORY ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION; APPROVING A SERVICE PLAN FOR THE ANNEXED PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station has the power by ordinance to fix the boundary limits of the City of College Station and to provide for the extension of such boundary limits and the annexation of additional territory lying adjacent to City of College Station by the City Charter of the City of College Station, Texas, Article II, Section 7; and

WHEREAS, on January 10, 2008, the City Council of the City of College Station directed staff to prepare a service plan for approximately 6,822 acres of land identified for annexation; and

WHEREAS, the City Council finds that all the required notices were given in the time and manner required by law; and

WHEREAS, public hearings before the City Council were held in the Council Chambers on January 24, 2008 and January 29, 2008, both dates being on or after the 20<sup>th</sup> day but before the 40<sup>th</sup> day before the date of the institution of the annexation proceedings to allow all interested persons to state their views regarding the annexation; and

WHEREAS, the City Council finds that the annexation will ensure consistent and orderly development of the annexed areas; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: The tract of land described in Exhibit A1 attached hereto and made a part of this ordinance for all purposes, is hereby added to and annexed to the City of College Station, Texas.

PART 2: The Service Plan, Exhibit B, attached hereto and made a part of this ordinance for all purposes, which provides for the extension of municipal services to the annexed property, is approved as part of this ordinance. The Service Plan was made available for public inspection and explained at the public hearings held on January 24, 2008 and January 29, 2008.

PART 3: Should any part of this ordinance be held illegal or invalid for any reason, the holding shall not affect the remaining sections or portion of sections or provisions of this ordinance.

PART 4: That upon final approval and after the effective date of this ordinance, all property annexed shall be zoned A-O (Agricultural Open).

PART 5: That, upon final passage hereof and after the effective date of this ordinance, the annexed territory shall be a part of the City of College Station, Texas, and the property situated shall bear its pro rata portion of the taxes levied by the City of College Station and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of College Station.

ORDINANCE NO. \_\_\_\_\_

Page 2

PART 6: That this ordinance shall become effective on 29 March 2008.

PASSED, ADOPTED and APPROVED this 13th day of March, 2008.

APPROVED:

\_\_\_\_\_  
Ben White, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

**March 13, 2008**  
**Regular Agenda Item 2**  
**Comprehensive Plan Amendment for 2950 Rock Prairie Road West**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment from Retail Neighborhood and Single-Family Residential, Medium Density to Single-Family Residential, High Density for 10.44 acres located at 2950 Rock Prairie Road West generally located west of the intersection with Old Wellborn Road on the north side of Rock Prairie Road West.

**Recommendation(s):** The Planning and Zoning Commission recommended approval of Single Family Residential, High Density (7-0) at their February 21<sup>st</sup> meeting. Staff also recommended approval.

**Comprehensive Plan Review Criteria:**

1. **Changed or changing conditions in the subject area or the City:** The subject area was annexed into the City in 2002. In 2003, the City initiated a small area plan for the area known as the Wellborn Road/I&GN Triangle. This area includes the subject property and is bounded by Wellborn Rd to the east, Jones Butler (I&GN) Rd to the west, Harvey Mitchell Pkwy to the north, and North Graham Rd to the south. The subject property land uses of Retail Neighborhood for approximately 5 acres fronting Rock Prairie Rd W and Single Family Residential Medium Density for approximately 5.5 acres to the north of that.

The applicant is requesting Single Family Residential High Density in order to pursue a rezoning request for a R-3, Townhouse zoning district. The applicant states that the conditions warranting the Comprehensive Plan Amendment include "the increased demand for townhouses for retirees, students and young professionals who want home ownership, but without the maintenance requirements of a typical single family home and yard."

Other recent developments in the subject area include the development of the 20-acre Williamsgate Subdivision which is about 125 feet west of the subject property. It was rezoned to R-1, Single Family Residential in 2004 and has been subsequently platted. Two properties along Old Wellborn Rd were rezoned to C-2 Commercial-Industrial in 2003 and 2004 and have been developed C-2 retail uses. These developments have followed the land use pattern the small area plan provides. Wellborn Road, a Major Arterial on the City's Thoroughfare Plan will also be widened by TxDOT from two lanes to six lanes with an anticipated letting of the project later this year.

2. **Compatibility with the remainder of the Comprehensive Plan:** Several land use designations surround the subject property. Single Family Residential Medium Density is to the north and west, Retail Neighborhood and Transitional to the east and Industrial / Research & Development to the south of Rock Prairie Rd W.

Single Family Residential Medium Density allows for single family uses with densities ranging between 3 to 6 dwelling units per acres while the Single Family Residential High Density allows for single family uses with 7 to 9 dwelling units per acres. In addition to

detached single family, the High Density designation allows for townhouse zoning districts.

Industrial / Research & Development is described in the Comprehensive Plan as “areas permitting medium to large-scale development of tax-generating developments such as industrial/R&D parks, technology centers, clean manufacturing, and assembly/distribution.” The Industrial/R&D area south of Rock Prairie Road W is approximately 43 acres in size and a significant portion has been platted as the Rock Prairie Road West Business Park.

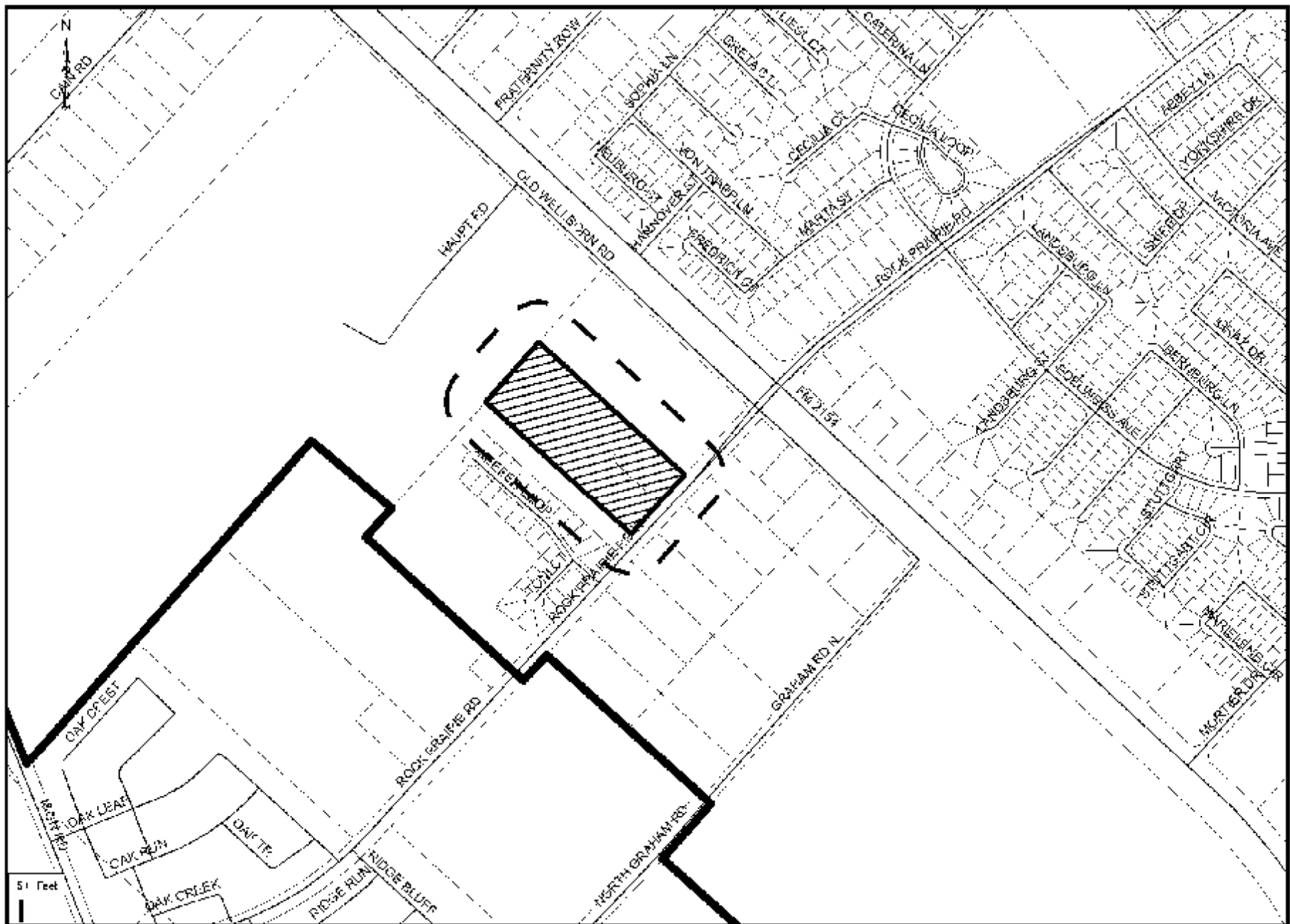
The Wellborn Road / I&GN Triangle small area plan created the land use designation of “Transitional.” This designation replaced the Single Family Residential Medium Density for approximately 63 acres along Old Wellborn Rd and adjacent to the railroad. About 38 acres of this area is south of Cain Road. The plan acknowledged that while single family was not impossible next to the railroad, the market would likely place pressure for other land uses. The small area plan states several different uses may be appropriate in Transitional including: commercial/warehouse, light industrial, general retail, office and multi-family. Since the designation allows for many different, including some intense land uses, Staff recognizes that the request may help transition to lower intensity developments to the west.

Retail Neighborhood anticipates “areas permitting neighborhood-scale development of tax-generating developments such as small retail centers, service commercial, restaurants, etc.” Including the subject property, the area has approximately 11 acres of Retail Neighborhood. If this request is granted, almost 6 acres Retail Neighborhood area will still remain on the property to the east. As for other planned commercial uses, there is about 29 acres of land designated as Retail Regional along Wellborn Road near Rock Prairie Road and another 10 acres at the intersection of Wellborn Road and Cain Road. With a significant amount of other commercial designations available in the area and some Retail Neighborhood being retained, Staff acknowledges the additional Retail Neighborhood provided by the subject property as not being essential.

#### **Budget & Financial Summary: N/A**

#### **Attachments:**

1. Small Area Map (SAM) and Aerial Map
2. Draft Planning and Zoning Commission Meeting Minutes, February 21, 2008
3. Ordinance



DEVELOPMENT REVIEW

2950 ROCK PRAIRIE RD W

Case: 07-343

CASE  
TYPE



DEVELOPMENT REVIEW

2950 ROCK PRAIRIE RD W

Case: 07-343

CASE  
TYPE





**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, February 21, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Jason Schubert, Matt Robinson and Lauren Hovde, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:05 p.m.

6. Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment from Retail Neighborhood and Single-Family Residential, Medium Density to Single-Family Residential, High Density for 10.44 acres located at 2950 Rock Prairie Road West generally located west of the intersection with Old Wellborn Road on the north side of Rock Prairie Road West. **Case #07-00500343 (JS)**

Jason Schubert, Staff Planner, presented the Comprehensive Plan Amendment and recommended approval.

Commissioner Bauman expressed concern about traffic issues.

There was discussion about the tract of land between Williams Gate and the subject property and Commissioner Dictson asked if the tract was a usable piece of property. Mr. Schubert stated that the tract was not a usable tract of land.

Joe Schultz, 2033 Harvey Mitchell Parkway South, stated that a minor collector would be built through the development and would provide access on to Rock Prairie Road. He

also stated that all of the ponds on the property are handmade and could be drained completely.

Wallace Phillips, 13720 Hopes Creek Road, stated that he has been in contact with the surrounding property owners and they are working together to make the development work.

Ken Tripp, 2900 Cain Road, expressed concern about drainage in the area.

Mr. Schubert stated that drainage reports would be required at the platting stage.

**Commissioner Sanford motioned to recommend approval of the Comprehensive Plan Amendment. Commissioner Schroeder seconded the motion, motion passed (7-0).**

10. Adjourn.

**Commissioner Davis motioned to adjourn the meeting. Commissioner Bauman seconded the motion, motion passed (7-0).**

**Meeting adjourned at 8:45 p.m.**

**Approved:**

\_\_\_\_\_  
John Nichols, Chairman  
Planning and Zoning Commission

**Attest:**

\_\_\_\_\_  
Brittany Caldwell, Staff Assistant  
Planning and Development Services

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 2950 ROCK PRAIRIE ROAD WEST, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Plan Land Use Map" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

  
City Attorney

ORDINANCE NO. \_\_\_\_\_

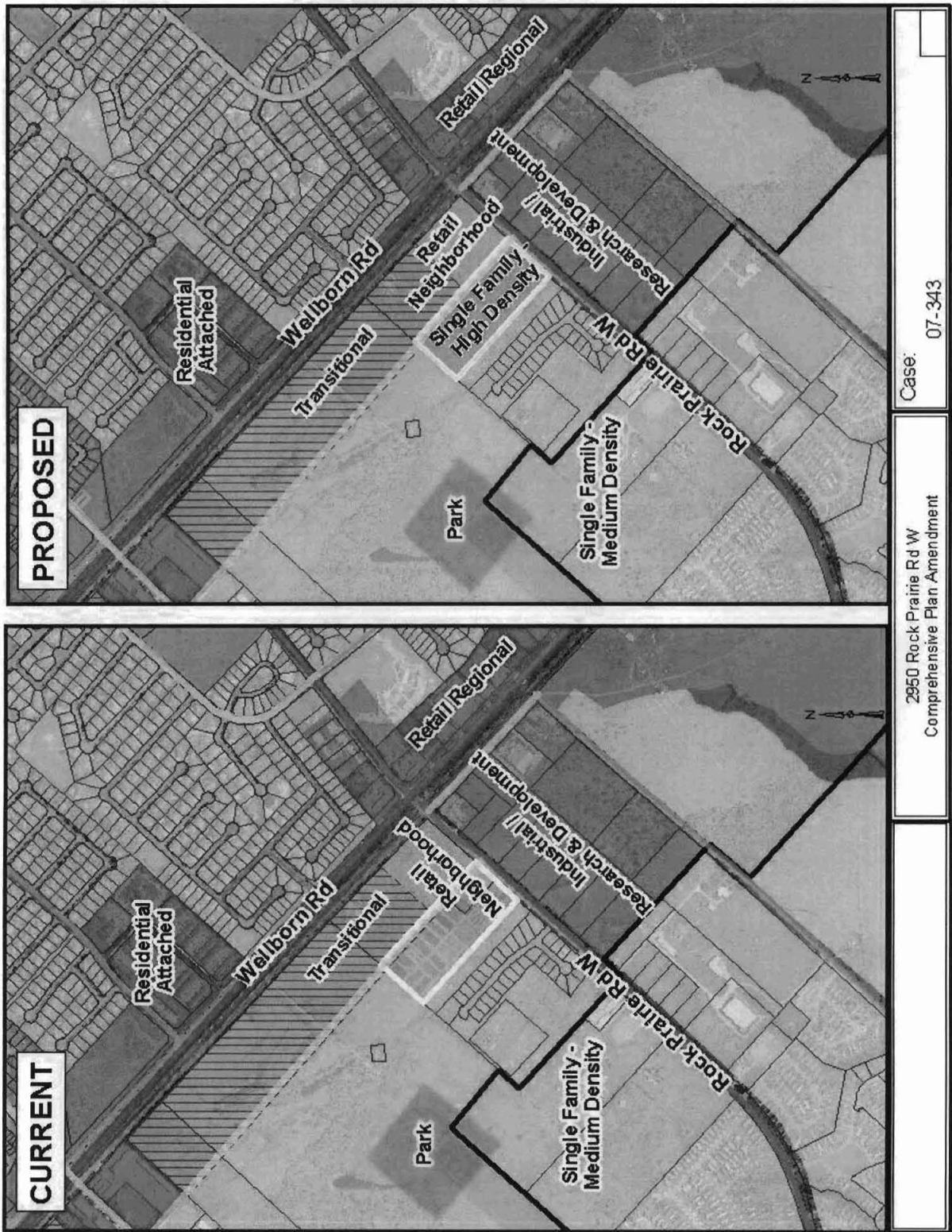
**EXHIBIT "A"**  
**AMENDED AREA OF**  
**COLLEGE STATION LAND USE MAP**

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 10.44 acres generally located at 2950 Rock Prairie Road W is amended from Retail Neighborhood and Single Family Residential Medium Density to Single Family Residential High Density, as shown on the attached Exhibit "B".

ORDINANCE NO. \_\_\_\_\_

**EXHIBIT “B”**



**March 13, 2008  
Regular Agenda 3  
Summerglen Neighborhood Prevailing Overlay Rezoning**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an ordinance rezoning Glenhaven Subdivision Phase 1 and 3 to apply a Neighborhood Prevailing Overlay (NPO) for those properties located on Summerglen Drive between University Drive East and Glenhaven Drive

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval at their February 21<sup>st</sup> meeting. Staff recommended approval

**Rezoning Review Criteria:**

- 1. Consistency with the Comprehensive Plan:** The Single Family Overlays are consistent with Comprehensive Plan Goal 3 – College Station should continue to protect, preserve, and enhance existing and future neighborhoods. The Neighborhood Prevailing Overlay is intended to promote development that is compatible with the existing character of the neighborhood and preserve the unique characteristics of College Station's established neighborhoods while balancing the need for the redevelopment of vacant or underutilized property.

The Summerglen Neighborhood Association represents 29 homes on Summerglen Drive that were platted 20 years ago and is an established section of the Glenhaven Subdivision. The character is primarily single-story residences with street-facing garages.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The immediately adjacent properties are zoned for single-family and office, and the overlay is compatible with the adjacent properties.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The properties are all developed as single-family uses making it eligible for a Single-Family Overlay.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** There is no change in use involved in the designation of a Single-Family Overlay.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property may continue to be maintained for single-family uses on the property and marketed as such. The overlay will impact an owner's ability to make additions or major modifications to the existing structures, and the ability to rebuild on a lot.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** As an existing

neighborhood, adequate water, wastewater, stormwater, and transportation facilities exist to support the uses in the overlay.

**Budget & Financial Summary: N/A**

**Attachments:**

1. Item Background
2. Additional Criteria for Single-Family Overlays
3. Draft Minutes, Planning and Zoning Commission Meeting, February 21, 2008
4. Ordinance

## ITEM BACKGROUND

### NOTIFICATIONS

Advertised Commission Hearing Date: 02-21-08

Advertised Council Hearing Dates: 03-13-08

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Summerglen Neighborhood Association  
Post Oak Forest Home Owners Association

Property owner notices mailed: 67

Contacts in support: None at the time of Staff Report

Contacts in opposition: None at the time of Staff Report

Inquiry contacts: 7

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Retail Regional	C-1 and OV	Gateway Retail Center
South	Residential Single Family, Medium and High Density	PDD and R-1	Residential, Post Oak Forest Subdivision and Glenhaven Estates Subdivision Phase 2
East	Office	AP and C-1	Scott and White Clinic
West	Office and Residential Single Family, High Density	AP and PDD	Office and Residential, Post Oak Forest Subdivision

### DEVELOPMENT HISTORY

**Annexation:** 1958

**Zoning:** R-1 since annexation, R-1 to R-3 for Phase 1 in 1981

**Final Plat:** 1988 and 1991

**Site development:** Existing single-family, with 1 vacant lot

## **ADDITIONAL SINGLE FAMILY OVERLAY INFORMATION**

1. **Overlay District Boundaries:** The boundary of this overlay includes 29 lots platted as two phases of the Glenhaven Subdivision and do not need to meet the minimum 30 lot requirement since they are platted subdivisions. The boundaries include two sides of one street, encompassing one whole block face.
2. **Neighborhood Meeting Requirements:** The Neighborhood representatives attended a Pre-Application Conference with City Staff on January 11, 2008. A neighborhood meeting was also held with City Staff on January 26, 2008 with two neighbors in attendance. The neighborhood has also held a neighborhood meeting prior to their application for rezoning where Councilmember John Crompton discussed the overlay with the neighbors on December 1, 2007.
3. **Petition by the Owners:** The Summer Glen Neighborhood Association presented a petition signed by 62% of the owners in the neighborhood, verified by Staff with information from the Brazos County Appraisal District.
4. **District Requirements:** New construction, redevelopment, or additions to any structure within the Neighborhood Prevailing Overlay must develop according to the median pattern of development for the following standards:
  - Minimum front setback
  - Maximum front setback
  - Minimum side street setback
  - Minimum lot size
  - Building height
  - Maximum lot coverage

The following item also apply based on the most frequent pattern of placement:

- Garage location and orientation

Landscaping is also included in the overlay and provides standards for the preservation, protection, and replacement of existing mature trees.



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, February 21, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Jason Schubert, Matt Robinson and Lauren Hovde, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:05 p.m.

2. Public hearing, presentation, possible action, and discussion on a Rezoning of 7.358 acres of the Glenhaven Subdivision Phases 1 and 3 to apply a Neighborhood Prevailing Overlay (NPO) for those properties located on Summerglenn Drive between University Drive East and Glenhaven Drive. **Case #08-00500002 (LB)**

Lindsay Boyer, Senior Planner, presented the rezoning and recommended approval.

There was discussion in general regarding the rezoning.

Susan Irza, 605 Summerglenn Drive, stated that she was appreciative of the opportunity that the City has given to protect neighborhoods.

**Commissioner Sanford motioned to recommend approval of the rezoning. Commissioner Bauman seconded the motion, motion passed (7-0).**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

  
City Attorney

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

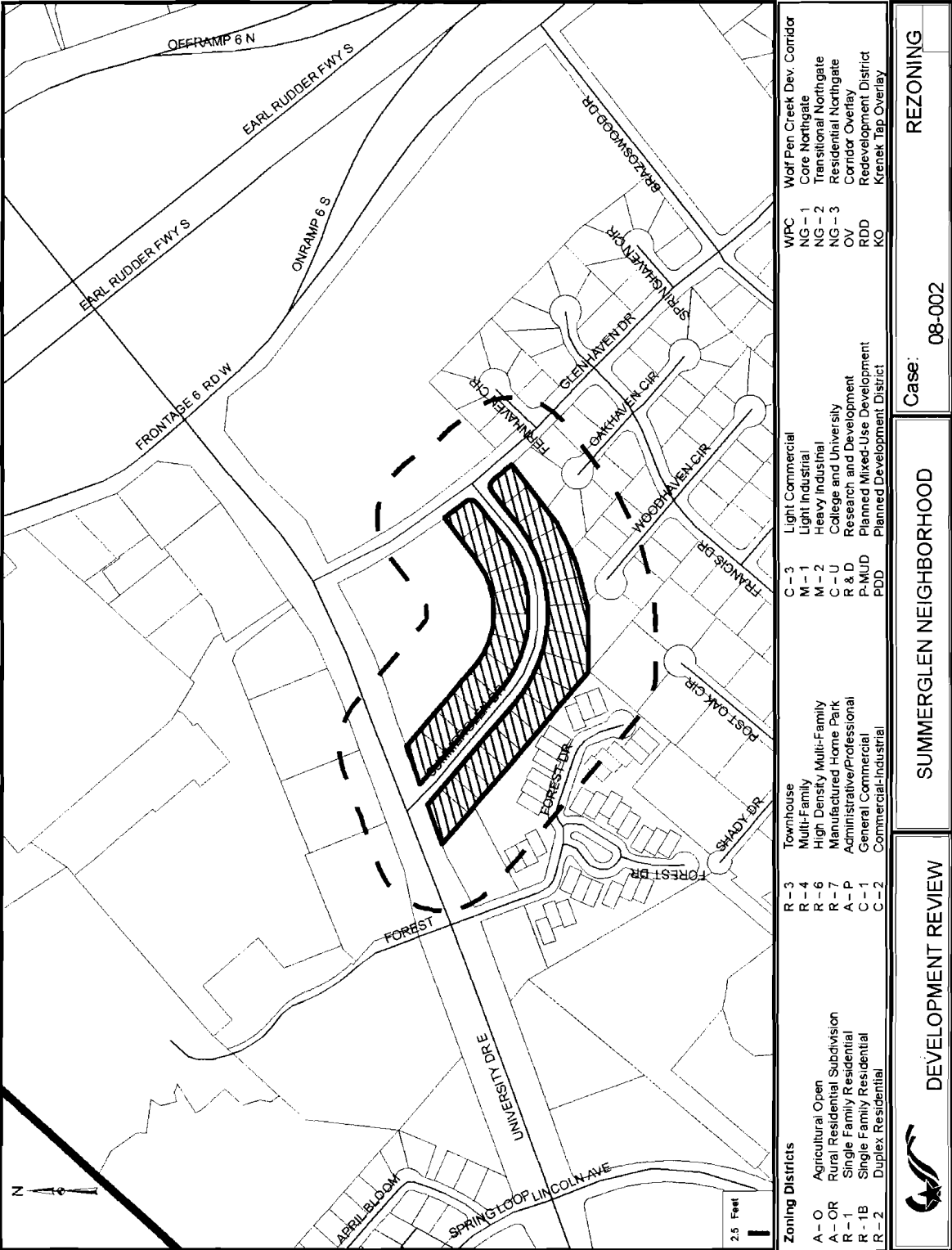
**The following is rezoned to apply an NPO, Neighborhood Prevailing Overlay Zone as provided in the Unified Development Ordinance, Article 5, Section 5.9 and shown graphically in Exhibit "B:"**

LOTS 1 THROUGH 12 OF BLOCK 13 OF THE GLENHAVEN ESTATES  
PHASE III SUBDIVISION

and

LOTS 1 THROUGH 21 OF BLOCK 12 OF THE GLENHAVEN ESTATES  
PHASE I SUBDIVISION

EXHIBIT "B"



**March 13, 2008**  
**Regular Agenda Item 4**  
**Rezoning for 3990 & 3994 University Drive East**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to C-1, General Commercial for a 28.34 acres tract located at 3990 and 3994 University Drive East located approximately 1600 feet west of the intersection of University Drive East and SH 30.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning. Staff recommended approval.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

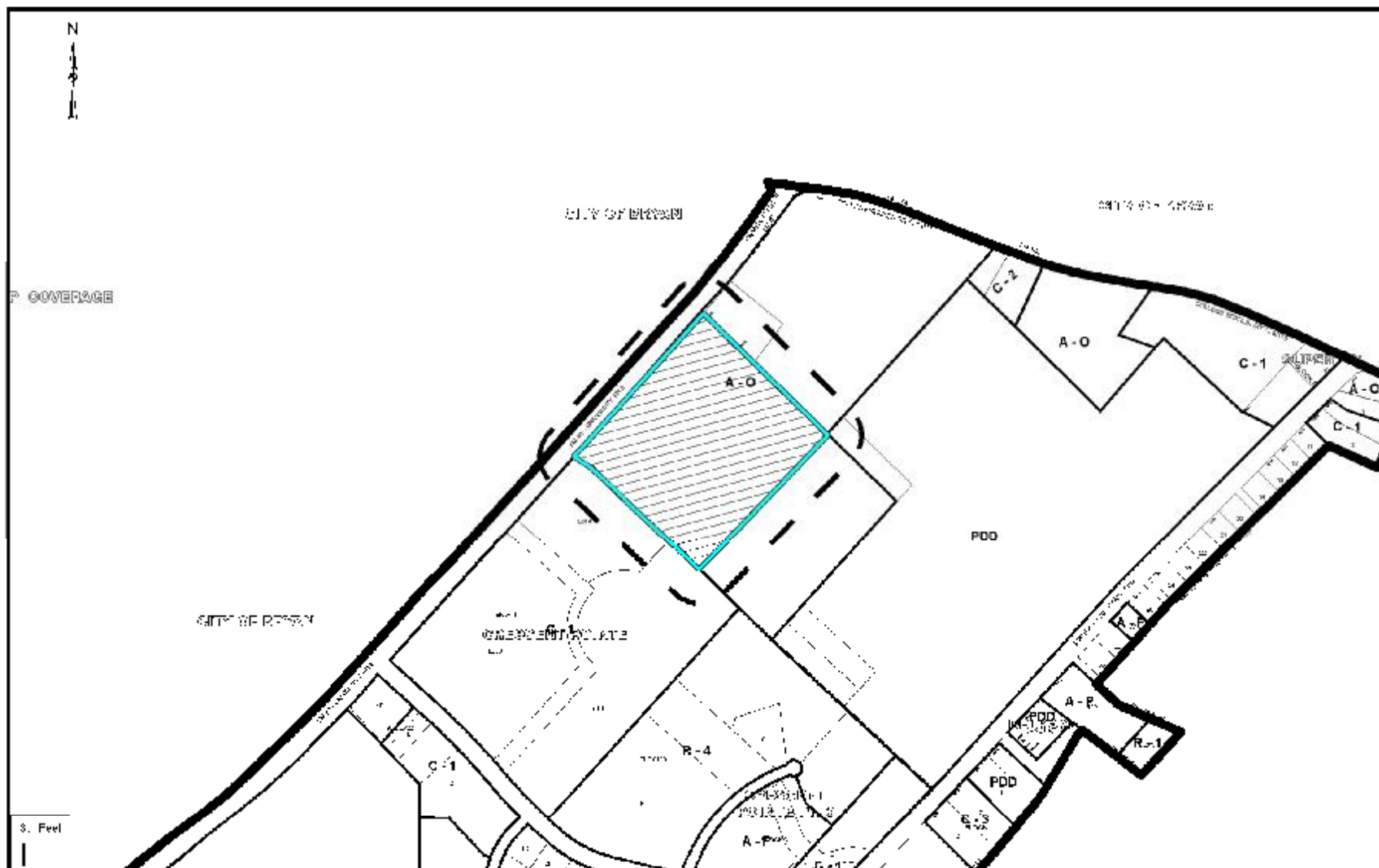
1. **Consistency with the Comprehensive Plan:** The subject property is vacant and is designated as Planned Development under the Land Use Plan. This area is part of the 30/60 Study, which calls for land uses that are complimentary to larger-scaled development. A PDD, Planned Development District or standard zoning districts that allow regional retail uses are considered appropriate for the area.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed zoning is compatible with existing zoning as commercial uses are compatible with other commercial uses as well as multi-family land uses. The surrounding properties include Park Hudson located across University Drive East in Bryan, Texas which currently has multi-family, commercial and medical development. Crescent Pointe is located to the west and includes a large office building and additional phases that have multi-family development and offices. The Summit Crossing development currently calls for town-homes and duplexes.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is suitable for the proposed zoning district due in part to its access to University Drive East, a Major Arterial on the City's Thoroughfare Plan. In addition, the district would be adjacent to an existing commercial district. The 30/60 Study calls for uses that complement larger-scaled commercial development, such as hotels and restaurants, and they should be incorporated into the larger developments. Small stand-alone development should be avoided.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current zoning district limits the potential for development. A-O, Agricultural Open allows for agricultural uses, very low-intensity residential, or open space.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The owner is seeking to enhance the marketability of the property through the proposed zone change. The applicant intends to market part of the property as a hotel.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing water main available to serve this property. Sanitary sewer service will have to be extended from off-site and available capacity verified to serve this property. Drainage is mainly to the south toward a well defined drainage way, also off-site. Off-site utility easements will be required for sanitary and stormwater conveyance. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of Platting and Site Development.


**Budget & Financial Summary:** N/A

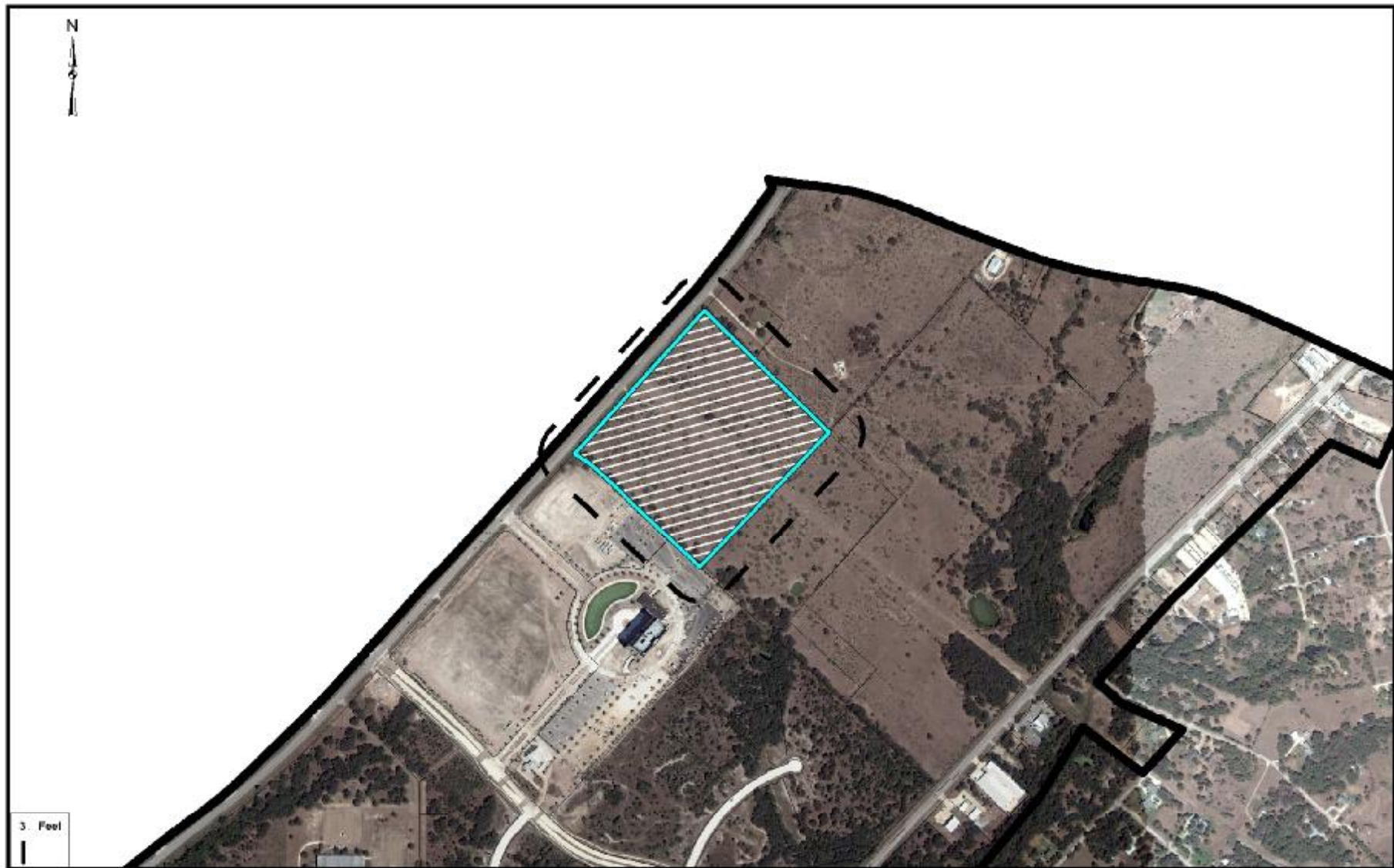
**Attachments:**

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, February 21, 2008
3. Ordinance



Zoning Districts								
A-C	Agricultural Open	R-2	Townhouse	C-3	Light Commercial	WFO	Wolf Pen Creek New Corridor	
A-CR	Rural Residential Subdivision	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate	
R-1	Single Family Residential	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate	
R-1R	Single Family Residential	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate	
R-2	Duplex Residential	A-P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay	
		C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District	
		C-2	Commercial Industrial	PDD	Planned Development District	KO	Krenak Tap Overlay	

	DEVELOPMENT REVIEW	3990 & 3994 UNIVERSITY	Case: 08-006	REZONING



#### Zoning Districts

A - O Agricultural Open  
 A - OR Rural Residential Subdivision  
 R - 1 Single Family Residential  
 R - 1B Single Family Residential  
 R - 2 Duplex Residential

R - 3 Townhouse  
 R - 4 Multi-Family  
 R - 6 High Density Multi-Family  
 R - 7 Manufactured Home Park  
 A - P Administrative/Professional  
 C - 1 General Commercial  
 C - 2 Commercial-Industrial

C - 3 Light Commercial  
 M - 1 Light Industrial  
 M - 2 Heavy Industrial  
 C - U College and University  
 R & D Research and Development  
 P-MUD Planned Mixed-Use Development  
 PDD Planned Development District

WPC Wolf Pen Creek Dev. Corridor  
 NG - 1 Core Northgate  
 NG - 2 Transitional Northgate  
 NG - 3 Residential Northgate  
 OV Corridor Overlay  
 RDD Redevelopment District  
 KO Krenek Tap Overlay



DEVELOPMENT REVIEW

3990 & 3994 UNIVERSITY

Case:

08-006

REZONING



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, February 21, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Jason Schubert, Matt Robinson and Lauren Hovde, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

7. Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to C-1, General Commercial for a 28.34 acres tract located at 3990 and 3994 University Drive East located approximately 1600 feet west of the intersection of University Drive East and SH 30. **Case #08-00500006 (MR)**

Matt Robinson, Staff Planner, presented the rezoning and recommended approval.

There was discussion in general regarding the rezoning.

Parviz Vessali, 110 Pershing, stated that he did not consider rezoning the property to PDD because he had never had a good experience with a PDD rezoning and that it cuts down on the timing of development.

Commissioner Dictson stated that it is frustrating to him that developers are having problems with PDD rezonings.

Director Cowell stated it is not that the developers are having problems with PDD rezonings, but that it is the length of time required in a PDD rezoning.

Commissioner Dictson asked if the owner owned the back of the property and Mr. Robinson stated that he did own the back of the property.

**Commissioner Dictson motioned to recommend approval of the rezoning. Commissioner Schroeder seconded the motion, motion passed (7-0).**

DRAFT

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

  
City Attorney

**EXHIBIT "B"**

**METES AND BOUNDS DESCRIPTION  
OF A  
28.34 ACRE TRACT  
J. W. SCOTT SURVEY, A-49  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 31.978 ACRE TRACT AS DESCRIBED BY A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND ALL OF A 12.545 ACRE TRACT OF LAND DESCRIBED BY A DEED TO TECHNOLODGING, LP., TECHNOFOODS INC. AND SALIM ISMAIL RECORDED IN VOLUME 7675, PAGE 200 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF FM 60 (120' R.O.W.) MARKING THE WEST CORNER OF SAID 31.978 ACRE TRACT AND THE NORTH CORNER OF CRESCENT POINT, TRACT ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 5708, PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 42° 10' 23" E ALONG THE SOUTHEAST LINE OF FM 60, AT 619.42 FEET PASS A POINT MARKING THE MOST NORTHERLY CORNER OF SAID 31.978 ACRE TRACT, CONTINUE FOR A TOTAL DISTANCE OF 1191.37 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 12.545 ACRE TRACT AND THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT. SAID POINT MARKING THE WEST CORNER OF A CALLED 35.91 ACRE TRACT OF LAND DESCRIBED BY A DEED TO ROBERT HENRY CONAWAY, JR. RECORDED IN VOLUME 2864, PAGE 51 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 45° 42' 41" E ALONG THE NORTHEAST LINE OF SAID 12.545 ACRE TRACT FOR A DISTANCE OF 1076.00 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 12.545 ACRE TRACT AND THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT. SAID POINT MARKING THE SOUTH CORNER OF SAID 35.91 ACRE TRACT, THE NORTHWEST CORNER OF A 98.202 ACRE TRACT OF LAND DESCRIBED BY A DEED TO THE SUMMIT CROSSING, LLC RECORDED IN VOLUME 7541, PAGE 214 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE NORTHEAST CORNER OF SAID 31.978 ACRE TRACT;

**THENCE:** S 43° 36' 31" W ALONG THE SOUTHEAST LINE OF SAID 12.545 ACRE TRACT, AT 450.16 FEET PASS THE SOUTH CORNER OF SAID 12.545 ACRE TRACT MARKING AN INTERIORELL CORNER OF SAID 31.978 ACRE TRACT, CONTINUE THROUGH SAID 31.978 ACRE TRACT FOR A TOTAL DISTANCE OF 1154.18 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID 31.978 ACRE TRACT AND THE NORTHEAST LINE OF SAID CRESCENT POINTE, TRACT ONE, MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 46° 34' 47" W ALONG THE COMMON LINE OF SAID 31.978 ACRE TRACT AND SAID CRESCENT POINTE, TRACT ONE, FOR A DISTANCE OF 636.99 FEET TO A 24 INCH OAK TREE FOUND MARKING AN ANGLE POINT IN SAID LINE;

**THENCE:** N 45° 21' 30" W CONTINUING ALONG THE COMMON LINE OF SAID 31.978 ACRE TRACT

AND CRESCENT POINTE, TRACT ONE, FOR A DISTANCE OF 128.28 FEET TO A 24 INCH OAK TREE FOUND MARKING AN ANGLE POINT IN SAID LINE;

**THENCE:** N 48° 12' 21" W CONTINUING ALONG THE COMMON LINE OF SAID 31.978 ACRE TRACT AND CRESCENT POINTE, TRACT ONE, FOR A DISTANCE OF 162.98 FEET TO A 30 INCH OAK TREE FOUND MARKING AN ANGLE POINT IN SAID LINE;

**THENCE:** N 55° 35' 26" W CONTINUING ALONG THE COMMON LINE OF SAID 31.978 ACRE TRACT AND CRESCENT POINTE, TRACT ONE, FOR A DISTANCE OF 119.47 FEET TO THE POINT OF BEGINNING CONTAINING 28.34 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER, 2006. SEE PLAT PREPARED JANUARY, 2008, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS HONORING THE DEED CALL BEARINGS AS SHOWN IN THE DEED 7675/179.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

C:\DRAWINGS\MAB\08-002.MAB

